

AGREEMENT
between
THE CITY OF ALBUQUERQUE
and
ALBUQUERQUE POLICE OFFICER'S ASSOCIATION

Effective July 1, 2008 through June 30, 2011

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AGREEMENT

0. RECITALS

0.1 Authority

0.1.1 This Agreement is entered into by and between the City of Albuquerque, a municipal corporation of the State of New Mexico, hereinafter sometimes referred to as "City", and the Albuquerque Police Officers' Association, hereinafter referred to as the "Association."

0.2 Agreement Control/ Scope of Agreement

0.2.1 The parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to.

0.3 Recognition

0.3.1 The City of Albuquerque recognizes the Albuquerque Police Officers' Association as the exclusive collective bargaining representative for the permanent, full-time, non-probationary, sworn police officers through the rank of Captain, from APD, Aviation, and Open Space.

0.3.2 The City of Albuquerque extends to the Albuquerque Police Officers' Association representing such unit of employees the following rights:

0.3.2.1 To represent the employees in negotiations and in the settlement of grievances;

0.3.2.2 To membership dues deduction, upon presentation of dues authorization cards signed by individual employees; and

0.3.2.3 To exclusive representation status during the term of this Agreement as provided in the Employee Relations Ordinance.

0.3.2.4 Unless specifically stated otherwise, all sections in this collective bargaining agreement will apply to APD and Aviation.

1. GENERAL LABOR/ MANAGEMENT PROVISIONS

1.1 Agency Fee/ Fair Share

1.1.1 Payment of an agency fee by non-union bargaining unit employees has been authorized by Resolution of the Albuquerque City Council; and

1 Resolution requires that any agency fee provision negotiated pursuant to
2 the Resolution comply with all state and federal legal requirements.
3

4 1.1.1.1 The APOA will retain an independent auditor to audit its
5 receipts and expenditures for the previous 12 months and once
6 every 12 months thereafter.
7

8 1.1.1.2 The APOA will publish the results of the audit, including an
9 adequate explanation of the agency fee to bargaining unit
10 members.
11

12 1.1.1.3 Bargaining unit members shall have 30 days to file a
13 challenge to the apportionment of the agency fee.
14

15 1.1.1.4 Any challenge shall be heard by an impartial decision
16 maker.
17

18 1.1.1.5 The amount of the agency fee shall only include costs,
19 which arise from the negotiation and administration of the collective
20 bargaining agreement and the adjustment of grievances or
21 prohibited practices charges filed by the APOA.
22

23 1.1.1.6 Under no circumstances shall non-union bargaining unit
24 members be required to contribute towards the APOA social,
25 political or charitable activities, nor shall any bargaining unit
26 member be subject to any retaliation for refusal to contribute to
27 such activities.
28

29 1.1.1.7 The APOA has the burden at all times of proving that its
30 costs were properly apportioned to the agency fee.
31

32 1.1.1.8 Any portion of the agency fee, which is specifically
33 challenged shall be held in escrow until resolution of the challenge.
34

35 1.1.1.9 To the extent permitted by law the APOA will indemnify
36 and hold the City harmless, including payment of attorney fees and
37 costs for counsel chosen by agreement of the parties for any claim
38 or challenge to this Section or the imposition of an agency fee;
39

40 1.1.1.10 Once the appropriate amount of the agency fee for the
41 previous 12 months has been determined, the City agrees to
42 deduct that amount from the pay of bargaining unit members for the
43 subsequent 12 months.
44

45 1.1.1.11 The City shall make such fair share payment deductions
46 for employees in the Union's bargaining unit who do not submit an

1 authorization from for Union dues deduction, as otherwise provided
2 for by the current collective bargaining agreement.

3
4 1.1.1.12 The City shall make employee payroll deductions for fair
5 share payments upon notification to the non dues-paying
6 bargaining unit employee of the amount and reason for such
7 payment.

8
9 1.1.1.13 All money deducted from wages for fair share payment
10 shall be remitted to the Union after payday covering the pay period
11 of deduction. If any employee has insufficient earnings for the pay
12 period, no fair share payroll deduction will be made for that
13 employee for that pay period.

14
15 1.1.1.14 If as a result of litigation, changes to this Section become
16 necessary, the parties will meet to negotiate the issues.

17 18 **1.2 Payroll Deduction for Dues**

19
20 1.2.1 The City shall, for the duration of this Agreement and for any officer,
21 who submits authorization thereof, deduct from such officer's pay for each
22 pay period of each month Association dues in an amount specified.

23
24 1.2.2 The City shall pay the amount withheld to the Association.

25
26 1.2.3 The Union shall indemnify, defend, and save the City harmless
27 against any and all claims, demands, suits or other forms of liability that
28 shall arise out of or as a result of any conduct taken by the City for the
29 purpose of complying with this section.

30 31 **1.3 Union Rights**

32 33 **1.3.1 Association Representative.**

34
35 1.3.1.1 The Association's President and Vice-President will be
36 assigned to a day shift administrative position as determined by the
37 Chief of Police on the basis of the education and expertise. The
38 Association Representative will be allowed reasonable time during
39 working hours to handle grievances and application of this
40 Agreement except any political activity or civil proceeding beyond
41 the Personnel Board, Labor Board or the internal department
42 grievance process.

43
44 1.3.1.2 The Association's President and Vice-President will be
45 allowed leave with pay to assist with the resolution of
46 Labor/Management issues. The Union Vice-President will be

1 limited to 20 hours a week with or without pay per this section. The
2 Union shall notify the Chief of Police or his/her designee and obtain
3 approval when requesting leave under this section.
4

5 1.3.1.3 In the event that an investigation results in the
6 implementation of disciplinary action, if the investigated employee
7 so requests, the APOA may designate up to two (2) representatives
8 to participate at all stages of the proceedings. The employee shall
9 be provided with copies of the charges and decision. In all cases
10 where a formal grievance over discipline has been filed with the
11 CAO by a bargaining unit employee who is not represented by the
12 APOA President or his/her designee, the City will notify the APOA
13 President.
14

15 1.3.1.4 The City will grant reasonable time to a member's chosen
16 representative to be present with the officer at any interview,
17 interrogation, or investigation called for by the City.
18

19 1.3.1.5 All leave with or without pay taken under this section will be
20 properly documented and approved on a Form P-30.
21

22 1.3.2 The APOA President or his/her designee will be placed on the call
23 out roster for any officer involved in a shooting. The Department shall
24 place the APOA President or the President's designee on the APD
25 Communications call out protocol list.
26

27 1.3.3 The City will notify the Association of elections or appointments to
28 the City's Labor Relations Board and the Personnel Board.
29

30 1.3.4 Bulletin Boards 31

32 1.3.4.1 The City shall provide a reasonable amount of bulletin
33 board space in sizes and location mutually agreed upon by the
34 parties for the display of official Association literature,
35 correspondence or notices.
36

37 1.3.4.2 The Association will not post literature, correspondence or
38 notices at any City facility or in any location other than the bulletin
39 boards, employee mailboxes, or the briefing blotters.
40

41 1.3.4.3 The bulletin board will not be used to criticize the
42 Association, any of the Association's policies, any of the
43 Association officers, the City, any City policies, or any City officials
44 or employees.
45

1.3.4.4 The Association or the City may remove any material,
which violates this Section.

2. PAY PROVISIONS

2.1 Salary Schedule

2.1.1 Pay Plan

2.1.1.1 PATROLMEN:

An employee receiving \$19.00 hourly rate of pay on June 30, 2008
will receive a pay rate of \$23.15 on July 1, 2008.

An employee receiving \$21.07 hourly rate of pay on June 30, 2008
will receive a pay rate of \$24.80 on July 1, 2008

An employee receiving \$23.15 hourly rate of pay on December 31,
2009 will receive a pay rate of \$25.80 on January 1, 2010.

An employee receiving \$24.80 hourly rate of pay on December 31,
2009 will receive a pay rate of \$26.80 on January 1, 2010.

An employee receiving \$25.80 hourly rate of pay on June 30, 2010
will receive a pay rate of \$28.00 on July 1, 2010.

An employee receiving \$26.80 hourly rate of pay on June 30, 2010
will receive a pay rate of \$28.00 on July 1, 2010.

2.1.1.2 SERGEANTS:

An employee receiving \$25.60 hourly rate of pay on June 30, 2008
will receive a pay rate of \$28.80 on July 1, 2008.

An employee receiving \$28.80 hourly rate of pay on December 31,
2009 will receive a pay rate of \$30.90 on January 1, 2010.

An employee receiving \$30.90 hourly rate of pay on June 30, 2010
will receive a pay rate of \$32.00 on July 1, 2010.

2.1.1.3 LIEUTENANTS:

An employee receiving \$29.93 hourly rate of pay on June 30, 2008
will receive a pay rate of \$33.40 on July 1, 2008.

An employee receiving \$33.40 hourly rate of pay on December 31,
2009 will receive a pay rate of \$35.60 on January 1, 2010.

An employee receiving \$35.60 hourly rate of pay on June 30, 2010
will receive a pay rate of \$36.70 on July 1, 2010.

2.1.1.4 LATERAL HIRES: Lateral shall be hired at a pay rate of
\$22.65 per hour on July 1, 2008. Lateral hires shall be hired at a
pay rate of \$24.30 per hour on January 1, 2010. Lateral Hires shall
be compensated at a pay rate of \$27.50 per hour on July 1, 2010.
Upon completion of the twelve (12) month probationary period the

Lateral hire will receive an increase to the current Scale #1 pay rate.

2.1.1.4 REHIRES PERA Retirees shall be hired at a pay rate of \$22.65 per hour on July 1, 2008. PERA Retiree Rehire Officers shall be hired at a pay rate of \$24.30 per hour on January 1, 2010. PERA Retiree Rehire Officers shall be compensated at a pay rate of \$27.50 per hour on July 1, 2010. Upon completion of the twelve (12) month probationary period the PERA Retiree Rehire Officer will receive an increase to the current Scale #1 pay rate.

2.1.1.5 This Agreement's compensation commitments for the second and third fiscal years shall be contingent upon the approval of the City Council as set forth in Section 3-2-18 of the Labor-Management Relations Ordinance.

2.1.2 Specialty Pay: The City shall pay the following to officers assigned to hazardous classifications as follows:

Hazardous Classification	Amount per Pay Period
Pilots	\$23.08
Bomb Squad	\$23.08
Aerial Observer	\$23.08
Motorcycle Officers	\$23.08
S.W.A.T Team and C.N.T. Members	\$23.08
C.I.T.	\$23.08
Mounted Unit	\$23.08

Assignment to the above hazardous classifications shall be voluntary; however, reassignment to another classification shall not be a grievable issue.

2.1.3 Special Skills Pay: The City shall pay the following to officers who have the following specialties:

Special Skill	Amount per Pay Period
Polygraph Examiner	\$50.00
Field Training Officer - A.P.D.	\$50.00
Field Training Officer - Aviation	\$50.00
Area Sergeant Coordinator - A.P.D.	\$50.00
Area Sergeant Coordinator - Aviation	\$50.00

This special skill pay is separate and additional to any other incentive pay.

1 2.1.4 Court Allowance: The City will pay a minimum of two (2) hours court
2 time at time-and-one-half, unless the officer appears in court within one (1)
3 hour of his/her tour of duty, starting or ending. In the event that court
4 appearance is within one (1) hour of the tour of duty, starting or ending,
5 the officer will be paid a sum of one (1) hour. This section does not apply
6 to officers appearing in court during their tour of duty.

7
8 Officers assigned to graveyard shift who have worked the previous shift
9 will be paid a minimum of two (2) hours at time-and-one-half beginning
10 thirty (30) minutes after shift ends plus actual time spent in court following
11 two-and-one-half (2-1/2) hours after close of shift.

12
13 2.1.5 Bilingual Pay: Only those languages recognized by the Human
14 Resources and Productivity Committee as adding to the increased
15 productivity and efficiency of the Police Department shall qualify for
16 bilingual pay.

17
18 An officer shall qualify for bilingual pay upon demonstrating an acceptable
19 level of reading, writing and conversational proficiency. Job-related
20 material will be used in determining the reading, writing and
21 conversational proficiency. The certification of proficiency will be
22 established by an expert selected by the H.R.P. Committee.

23
24 Officers who are certified in all three proficiency areas shall be paid
25 \$23.08 per pay period. Should an officer only pass the conversational
26 portion of the test, that officer shall be paid \$9.23 per pay period.

27
28 It is recognized that if an officer is bilingual but fails to apply for or pass the
29 certification required for bilingual pay, the officer must continue to utilize
30 whatever bilingual abilities he/she has as needed on the job.

31
32 2.1.6 Shift Differential: Patrolmen, sergeants, and lieutenants assigned to
33 Watch 1 will be paid \$23.08 per pay period, and patrolmen, sergeants,
34 and lieutenants assigned to Watch III will be paid \$11.54 per pay period.

35 36 **2.2 Longevity Pay for Members**

37
38
39 2.2.1 Longevity pay will be paid as follows:

40
41 Employees making an hourly rate of \$19.00 per hour as of June 30, 2008,
42 Longevity Scale #1 applies.

43
44 Employees making an hourly rate of \$21.07 per hour as of June 30,
45 2008, Longevity Scale #2 applies.

1
2

Longevity Scale #1	
Years of Sworn Service	7/1/08-12/31/09
4	\$13.34
5	\$26.67
6	\$46.68
7	\$66.68
8	\$86.68
9	\$106.69
10 -11	\$120.69
12 - 13	\$123.36
14 - 15	\$126.03
16 -17	\$128.69
18 - 19	\$134.03
20 +	\$136.69
Longevity Scale #2	
Years of Sworn Service	7/1/08-6/30/2010
6 - 7	\$65.35
8 - 9	\$66.01
10 - 11	\$90.90
12 - 13	\$91.68
14 - 15	\$93.22
16 - 17	\$96.29
18 - 19	\$100.14
20 +	\$103.98

Longevity pay shall be paid based on years of continuous APD sworn service.

2.2.2 Aviation will be included in the above (APD Longevity) pay plan.

2.2.3 Once an officer has been at the top step of his/her grade for 364 days or more, the officer will receive \$34.62 per pay period. Once an officer has received this "Super Longevity", this compensation will not be lost upon promotion within the bargaining unit. Officers currently receiving Super Longevity will continue to receive this pay during the term of the contract. Employees shall not become eligible for this benefit after July 1, 2004.

2.3 Overtime

2.3.1 Employees shall be entitled to overtime compensation at the rate of time-and-one-half their regular straight-time rate when they perform work

1 in excess of forty (40) hours in any one workweek.

2
3 2.3.1.1 The workweek shall consist of seven (7) consecutive days
4 beginning at 0001 each Saturday, or the tour starting hour nearest
5 to that time.

6
7 2.3.1.2 The workday will be any regularly scheduled, consecutive
8 twenty four-hour period beginning at the start of the employee's
9 regularly assigned shift.

10
11 2.3.2 In accordance with Subsection 2.5 (FLSA) of this Agreement, the
12 workdays, days off and start times of the shifts will be fixed and will not
13 vary from week to week. The bid will include a variety of work schedules
14 for the four (4) day workweek. A number of work schedules will include a
15 schedule of one (1) start time for two (2) days and another start time for
16 the other two (2) days. Additionally, a number of the schedules will
17 include a schedule of one start time for three (3) days and another time for
18 the other day. The remaining schedules will have the same start time for
19 all four days. If a shift begins on or between the hours of 1700 and 0329,
20 this shift will be Watch I. If a shift begins on or between 0330 and 0959,
21 this shift will be Watch II and no shift differential will be paid. If a shift
22 begins on or between 1000 and 1659, then the shift will be Watch III. Shift
23 differential will be paid in accordance with Subsection 2.1.6 (Shift
24 Differential) of this Agreement. For those schedules with varying start
25 times as described above, shift differential will be paid on a prorated basis
26 based on the start time of each shift in accordance with the amounts
27 provided in Subsection 2.1.6 (Shift Differential).

28
29 2.3.3 The Department shall retain the prerogative to implement either a
30 four ten hour or five eight hour work schedule.

31
32 2.3.4 For the purpose of this section, an employee who elects to change
33 shifts will not be considered to have worked in excess of eight hours on
34 any one workday.

35
36 2.3.5 For the purpose of computing overtime, paid leave shall be
37 considered time worked, as per Subsection 2.5 (FLSA).

38 39 **2.4 Compensatory Time**

40
41 2.4.1 Time worked over 40 hours per week will be compensated at 1-1/2
42 times the officer's regular rate of pay, or in the form of compensatory time.
43 Compensatory time will be computed at the rate of 1-1/2 times the hours
44 actually worked. The maximum accrual of comp time for any officer,
45 including Aviation Police, is 150 hours.

1 2.4.2 Upon separation of employment from the Albuquerque Police
2 Department and Aviation, an officer is limited to a cash-out of no more
3 than forty (40) hours of unused comp time at straight-time pay. Any
4 accrual of comp time over forty (40) hours must be used 6 months prior to
5 separation.
6

7 **2.5 Fair Labor Standards Act (FLSA)**

8

9 2.5.1 Under the Fair Labor Standards Act (FLSA), paid leave is not
10 considered time worked for the purpose of computing overtime and the
11 *regular rate* for the purpose of computing overtime includes all
12 remunerations.
13

14 2.5.2 The parties hereto agree that for the purpose of computing
15 overtime, paid leave will be considered time worked and the regular rate
16 includes the hourly rate with no other remunerations included. Under 7K
17 of the FLSA, the parties agree that for the purpose of computing overtime,
18 the pay schedule will be a 7-consecutive-day, 40-hour workweek.
19

20 2.5.3 Applications of the FLSA as it pertains to the exempt status of
21 positions will not change from current practice.
22

23 **3. INSURANCE COVERAGE and BENEFITS**

24

25 **3.1 Premium Costs**

26

27 3.1.1 The City provides certain voluntary group medical, hospitalization
28 and dental insurance to its employees. The officer shall pay twenty
29 percent (20%) of the premium cost for the employee and the employee's
30 family if the employee elects to participate in one or more of the plans.
31 The City will pay the remaining eighty percent eighty percent (80%) of the
32 premium cost.
33

34 3.1.2 The City shall assume eighty three percent (83%) of the premium
35 for the City approved Health and Dental Insurance Plans chosen by each
36 employee. This commitment shall expire on June 30, 2011 unless the
37 Union and the City renew it.
38

39 **3.2 Insurance Programs**

40

41 3.2.1 The City shall maintain the existing benefits for life and accidental
42 death and dismemberment at no cost to the employee.
43

44 **4. RETIREMENT PLANS**

45

46 **4.1 NM Public Employees Retirement Association**

1
2 4.1.1 The City shall pay twelve and twenty three hundredths percent
3 (12.23%) of each Employee's PERA contribution in addition to the City's
4 employer premium contribution.
5

6 **4.2 Deferred Compensation Plan - Catch-Up Deferral**
7

8 4.2.1 Any officer, on a deferred compensation program, who retires at the
9 end of the calendar year is entitled to be paid a catch-up deferral from
10 accumulated sick and vacation leave in conjunction with the last regular
11 paycheck of the calendar year.
12

13 4.2.2 The officer will be entitled to a second similar catch-up deferral in
14 conjunction with or immediately following final payment of hours worked in
15 the first regular payroll of the new calendar year.
16

17 4.2.3 Such catch-up deferrals shall be for amounts allowed by federal law
18 and shall use payroll practices currently in place.
19

20 4.2.4 Any officer who intends to retire during a calendar year, but not at
21 the end of a calendar year as stipulated above, is entitled to be paid a
22 catch-up deferral from accumulated sick and vacation leave in conjunction
23 with the last regular paycheck of the calendar year immediately preceding
24 the year in which retirement will occur, subject to submittal of an
25 irrevocable letter of retirement.
26

27 4.2.5 The officer will be entitled to a second similar catch-up deferral in
28 conjunction with or immediately following final payment of hours worked in
29 the final regular paycheck at retirement.
30

31 4.2.6 Payment of any balance remaining of accumulated sick or vacation
32 hours shall be in accordance with the current cash-out policy as stated
33 elsewhere within this agreement.
34

35 4.2.7 Under no circumstances will the allowable deferral be exceeded in
36 any calendar year.
37

38 **5. VACATION LEAVE**
39

40 **5.1 Vacation Leave**
41

42 5.1.1 All excess vacation accruals will be paid to the employee as
43 monetary compensation at the end of the calendar year on an hour for
44 hour basis. Effective January 12, 2002, excess vacation accruals up to a
45 maximum of (80) hours will be paid to the employee as monetary
46 compensation at the end of the calendar year on an hour for hour basis.

5.1.2 Any employee may request advanced vacation leave pay for forty (40) or more hours of approved vacation leave by submitting a written request to the Chief of Police (with an approval Line) ten days in advance. Payment will be made on the regularly scheduled payday prior to the vacation leave being taken. Special checks will normally not be authorized except in emergency situations approved by the Chief of Police.

5.1.3 See Subsection 38.1 for special provisions relating to Aviation.

5.2 Vacation Leave Accrual Rates

5.2.1 Vacation leave will accrue as follows

Continuous Service Accrual per Year	Accrual Rate per Bi-Weekly Pay Period	Per Year (based on 8-hour Day)
Less than 5 years	3.85 hours	12.5 days
More than 5 years/less than 10 years	4.62 hours	15.0 days
More than 10 years/less than 15 years	5.54 hours	18.0 days
More than 15 years	6.16 hours	20.0 days

6. SICK/ ILLNESS LEAVE

6.1 Sick Leave

6.1.1 A police officer may accumulate sick leave up to a maximum of 2000 hours. Any sick leave accrued over the maximum will automatically be converted to hazardous duty leave at the rate of two days of sick leave for one day of hazardous duty leave.

6.1.2 Sick leave will accrue at the rate of three and seven tenths (3.70) hours per pay period.

6.1.3 Emergency Leave: Emergency leave charged to sick leave for up to three (3) work days may be requested when the presence of the employee is required by a physician as a result of a serious illness or injury to a member of an employee's immediate family.

6.1.3.1 Employees may elect to use accrued vacation leave instead of sick leave for an "emergency leave," however, they shall be subjected to the conditions of using "emergency leave."

6.2 Sick Leave Death Benefit

1
2 6.2.1 The City will pay to the designated beneficiary of a deceased police
3 officer the total amount of sick leave accumulated as of the date of his/her
4 death; provided, however, that the police officer is killed in the line of duty
5 or dies of injuries or illness sustained in the line of duty.
6

7 6.2.2 The City will pay to the designated beneficiary of a deceased police
8 officer the total amount of sick leave accumulated whether or not the
9 deceased police officer dies in the line of duty; provided, however, that the
10 death of the police officer is under honorable circumstances. This benefit
11 is not applicable in cases of suicide.
12

13 6.2.3 Payment under this section will be made to the specific beneficiary
14 identified for this benefit. Should the deceased officer not have a specific
15 beneficiary identified for this benefit, the payment will be made to the
16 current spouse or if the officer was not married at the time of death, the
17 payment will be made to the officer's estate.
18

19 **6.3 Bereavement Leave**

20

21 6.3.1 The City will allow as many as three (3) workdays emergency leave
22 for a death in the employee's immediate family. For the purposes of this
23 section, an employee's immediate family shall include the employee's
24 spouse, child, parent, parent-in-law, grandparent, brother or sister. If
25 travel over five hundred (500) miles (one Way from Albuquerque) is
26 required for a death of a member of the immediate family of an employee,
27 one (1) additional leave day per five hundred (500) mile increment shall be
28 granted.
29

30 **6.4 Hazardous Duty Leave**

31

32 6.4.1 It is mutually understood by the parties hereto that police officers
33 perform duty, which is hazardous in nature, in that it is strenuous, both
34 mentally and physically, and in many instances involves physical danger.
35 Therefore, because of this fact, the City will allow sick leave to be
36 converted to leave to be known as hazardous duty leave as follows:
37

38 6.4.2 When an officer has accumulated and maintains a total of 360 hours
39 of sick leave, he/she may convert any part of the sick leave accumulated
40 over and above the 360 hours to hazardous duty leave on the basis of
41 eight (8) hours hazardous duty leave for twenty-four (24) hours sick leave.
42

43 6.4.3 When a police officer has accumulated and maintains a total of 720
44 hours of sick leave, the police officer may convert any sick leave
45 accumulated over and above 720 hours to hazardous-duty leave on the
46 basis of one (1) hour hazardous-duty leave for one (1) hour of sick leave.

1
2 **6.5 Parental Leave**
3

4 6.5.1 The City will grant leave benefits set forth in the Family and Medical
5 Leave Act (F.M.L.A.) for the purposes set forth in the FMLA and the City's
6 Rules and Regulations. The employee shall notify the City of the
7 employee's intent to use FMLA Leave as required by the City's Rules and
8 Regulations.
9

10 6.5.2 Employees taking F.M.L.A. leave for the purposes of childbirth or
11 care of a newborn child may choose to take either sick leave, vacation or
12 compensatory time. In accordance with federal regulations, either the
13 employer or the City may designate such leave as F.M.L.A. leave.
14

15 6.5.3 The Chief of Police may grant up to 720 hours of Leave Without Pay
16 for the purpose of the medical condition related to childbirth and care of a
17 newborn child. The leave may be granted in the following manner: (1) up
18 to 360 hours of Leave Without Pay in lieu of sick leave for a medical
19 condition related to childbirth; and, (2) up to 360 hours of Leave Without
20 Pay for care of a newborn child. The officer is limited to one request in a
21 12-month period. It is recognized that staffing requirements may be a
22 major factor in the approval of the request for leave for care of a newborn
23 child.
24

25 6.5.4 Upon returning to active duty under this section the employee will
26 retain full seniority, in the same grade and step, rank and previously held
27 position.
28

29 6.5.5 Employees are eligible to request additional Leave Without Pay up
30 to one (1) year under the City's Rules and Regulations to be approved by
31 the Chief Administrative Officer upon the recommendation of the Chief of
32 Police. Such requests may only be approved if the officer agrees in
33 writing to allow their seniority/anniversary date to be adjusted for the time
34 they are on Leave Without Pay beyond the 720 hours allowed by this
35 section. This change in anniversary date will also be used in calculating
36 the experience requirement for promotion. The anniversary date shall be
37 calculated from the day the employee returns to paid status, less the 720-
38 hour period provided by this section.
39

40 **7. RECOGNIZED HOLIDAYS**
41

42 **7.1 Paid Holidays**
43

44 7.1.1 Legal holidays for police officers shall be as follows:
45

New Year's Day	Tuesday, January 1
----------------	--------------------

Martin Luther King's Birthday	Monday, January 21
President's Day	Monday, February 18
Memorial Day	Monday, May26
Independence Day	Friday, July 4
Labor Day	Monday, September 1
Veteran's Day	Tuesday, November 11
Thanksgiving Day	Thursday, November 27
Day After Thanksgiving	Friday, November 28
Christmas Day	Thursday, December 25

And those holidays that the CAO announces as legal holidays for city employees. If the CAO designates additional holidays the City and Association will meet to determine how the additional holiday should be compensated. As the dates for the listed holidays change in subsequent calendar years, this Agreement will change to reflect those dates.

7.2 Holiday Pay

7.2.1 Police officers shall receive holiday pay at straight time at their hourly rate for either 8 hours or 10 hours based on their normal work shift for all holidays not worked. In the event a police officer is required to work on a holiday, and does not exercise an option to take a floating holiday, he or she shall be paid holiday pay as mentioned above, plus time and one-half for the duration of the Employee's assigned shift.

7.2.2 Any or all holidays mentioned in Subsection 7.1 may be designated as floating holidays by the employee. A floating holiday is one that the employee may convert to vacation (their option), either eight (8) hours or ten (10) hours per holiday depending on normal work shift, any time after the actual holiday has occurred, or within the pay period prior to the holiday as an additional vacation day.

7.2.3 In filling the routine manning requirements for holidays, the required personnel shall be assigned from a roster of those police officers who are normally scheduled to work on the holiday as defined in Subsection 7.1, based upon seniority in rank within sections or division and by shift. If manning requirements cannot be met from those who volunteer, then those officers who are required to work shall be assigned on the basis of reverse order of seniority. Officers ordered to work a holiday may choose to float the holiday or receive holiday pay as specified in Subsection 7.2.1.

7.2.4 Any Officer forced off on a holiday may elect to work the holiday and float the day off by converting it to vacation.

1 7.2.5 Sections that normally are not required to be manned on holidays
2 may be allowed, at the discretion of the Division Commander, to work that
3 holiday only as a floating holiday.
4

5 8. MILITARY LEAVE

6

7 Members of Organized Reserve Units

8

9 8.1 Military Leave of Absence :

10

BOLD 11 8.1.1 Employees who are members of the National Guard, Air National Guard or
12 any organized reserve unit of the Armed Forces of the United States, including
13 the Public Health Services, are granted:
14

15 (1) the equivalent of fifteen (15) 10-hour work days of paid military
16 leave per calendar year. This leave may be used for annual training purposes;
17 and or
18

19 (2) the equivalent of an additional fifteen (15) 10-hour work days of
20 paid military leave per calendar year **if** the employee is mobilized to active duty
21 by the President of the United States in support of operations overseas, in
22 defense of our nation, or in response to national disasters, or in response to an
23 emergency declared by the Governor of New Mexico. This additional leave may
24 be used for pre-deployment training or active duty service and or
25

26 (3) the equivalent of an additional fifteen (15) 8-hour work days of paid
27 military leave per calendar year **if** the employee is mobilized to active duty by the
28 President of the United States in support of operations overseas, in defense of
29 our nation, or in response to national disasters, or in response to an emergency
30 declared by the Governor of New Mexico. This additional leave may be used for
31 regular training, pre-deployment training, or active duty service
32

33 The maximum paid military leave is 420 hours per calendar year for classified
34 employees who are members of the Police bargaining unit, who are also
35 members of organized reserve units, regardless of the purpose for which that
36 paid military leave is used.
37

38
39 8.1.2 When an officer is called into active service with the National Guard or Air
40 National Guard of New Mexico or any organized unit of the armed forces of the
41 United States, including the public health service, the Officer may choose to
42 utilize sick leave for hazardous duty purposes while on the assignment. This
43 provision shall only apply for activations of eighty (80) hours or more.
44

45 8.1.3 Employees whose military commitment requires leave time in excess of
46 that granted above may elect: (1) to be placed into unpaid military leave of

1 absence status; or (2) to use accrued vacation leave, in whole or in part, during
2 their period of military leave. When an employee has used all available paid
3 military leave and paid vacation leave, that employee will be placed into unpaid
4 military leave of absence status for the balance of their military leave period.
5

6 8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status:

7

8 8.2.1 Employees mobilized to active duty by the President of the United States
9 on or after September 12, 2001 in support of operations overseas, in defense of
10 our nation, or in response to national disasters will continue to accrue vacation
11 and sick leave at the same accrual rate as if the employee was not on active
12 military duty during all periods of active military duty, regardless of whether the
13 military leave of absence is paid or unpaid.
14

15 This accrual shall continue while the employee is in active military duty status
16 and until: 1) the employee returns to City employment; or 2) until the employee
17 notifies the City of their resignation from City employment while in active military
18 duty status; or 3) until the employee notifies the City of their intention not to
19 return to City employment at the end of their active military duty, whichever date
20 is earlier.
21

22 Any retroactive vacation or sick leave accrual allowed to an employee in active
23 military duty status between September 12, 2001 and October 1, 2004 may not
24 be converted to cash at the time the employee terminates his employment with
25 the City. This provision shall be administered only with respect to employees
26 who terminate their City employment within twenty-four months of returning to
27 City employment after their completion of activity military duty.
28

29 8.3 Health Insurance Benefits While in Military Active Duty Status: For
30 employees mobilized to active duty by the President of the United States on or
31 after September 12, 2001 in support of operations overseas, in defense of our
32 nation, or in response to national disasters, the City shall continue to pay the
33 employer portion of health insurance premiums for that employee to the same
34 extent as if that employee were not on active military duty status.
35

36 The employee in active military duty status must continue to timely make
37 payment of the employee portion of health insurance premiums to the same
38 extent as if that employee were not on active military duty status. Failure to do
39 so will result in termination of health insurance coverage. It is the obligation of
40 the employee on active military duty status to notify the Benefits Division of the
41 Human Resources Department and to complete all necessary forms and make
42 all necessary elections to ensure that the employee's portion of health insurance
43 premiums are made timely, if the employee wishes to continue to have health
44 insurance coverage.
45

1 Provided the employee is and remains current on all required employee
2 contributions to health insurance premiums, the City shall continue to pay the
3 employer portion of health insurance premiums while the employee is in active
4 military duty status and until: 1) the employee returns to City employment; or 2)
5 until the employee notifies the City of their resignation from City employment
6 while in active military duty status; or 3) until the employee notifies the City of
7 their intention not to return to City employment at the end of their active military
8 duty, whichever date is earlier.

9 10 **8.4 Members of Unorganized Reserve Units**

11
12 8.4.1 Employees who are members of unorganized reserve components, as
13 sanctioned by the State of New Mexico or the Federal government, are granted:

14
15 (1) the equivalent of fifteen (15) 8-hour work days of paid military leave
16 per calendar year. This leave is for the purpose of attending organized courses
17 of instruction or training; and or

18
19 (2) the equivalent of fifteen (15) 8-hour work days of paid military leave
20 per calendar year if the employee is mobilized to active duty by the President of
21 the United States in support of operations overseas, in defense of our nation, or
22 in response to national disasters, or in response to an emergency declared by
23 the Governor of New Mexico. This leave may be used only for active duty
24 service.

25
26 The maximum paid military leave is 240 hours per calendar year for employees
27 who are members of unorganized reserve units, regardless of the purpose for
28 which that paid military leave is used.

29
30 Employees whose military commitment requires leave time in excess of that
31 granted above may elect: (1) to be placed into unpaid military leave of absence
32 status; or (2) to use accrued vacation leave, in whole or in part, during their
33 period of military leave. When an employee has used all available paid military
34 leave and paid vacation leave, that employee will be placed into unpaid military
35 leave of absence status for the balance of their military leave period.

36 37 **8.5 General Provisions**

38
39 8.5.1 In no case shall the hours of paid military leave in a calendar year exceed
40 the maximum number of hours provided above, even though the maximum
41 number of hours may be calculated by reference to "work days".

42
43 All military leave pay is paid at the employee's straight-time rate of pay.

44
45 Employees-working on a part-time basis will be granted paid military leave on a
46 prorated basis.

1
2
3 **8.6 Transition Provision**
4

5 8.6.1 Any employee who has received paid military leave prior to January 1,
6 2008 in excess of the maximum amount allowable in any calendar year under the
7 terms of this Administrative Instruction shall not be required to reimburse the City
8 for the excess.
9

10 **9. OTHER LEAVE WITH PAY**
11

12
13 **9.1 Birthday Leave**
14

15 9.2.1 An employee's birthday shall be considered a personal leave day.
16 Officers shall not be required to work their birthday except in emergencies.
17 Should an employee be forced to work their birthday they will be
18 compensated under Subsection 7.2.1.
19

20 **9.2 Physical Examination Leave**
21

22 9.3.1 Each employee may utilize one-half (1/2) day paid leave each year
23 between July 1, 2008 and June 30, 2011 for the purpose of undergoing a
24 physical examination. The leave shall not be deducted from the
25 employee's accumulated paid leave. An employee who utilizes this leave
26 shall be required to provide written medical documentation verifying that
27 the physical examination has taken place.
28
29

30 **10. WORK WEEK**
31

32 **10.1 General Work Week Provisions**
33

34 10.1.1 The normal workweek will be forty (40) hours comprised of either
35 five (5) eight-hour or four (4) ten-hour days.
36

37 10.1.2 Under normal circumstances, management will assign consecutive
38 days off in a normal workweek.
39

40 **11. WORK HOURS**
41

42 **11.1 General Work Day Provisions**
43

44 11.1.1 The normal workday shall be eight (8) or ten (10) hours. The ten
45 (10) hour workday shall be consecutive.
46

1 11.1.1.1 Should Aviation Police return to an eight-hour (8)
2 workday, their eight-hour (8) workday shall be consecutive.
3

4 **11.2 On-Call and Call Backs**

5
6 11.2.1 On-Call status shall be defined as the ability of an officer to
7 assume full responsibilities of the officer's assignment with one (1) hour's
8 notice. The standards for the assumption of these responsibilities shall be
9 those required by the Fair Labor Standards Act's Rules and Regulations
10 for standby time.

11
12 11.2.2 *Call-Back Time*: When an officer is called to work at a period other
13 than his/her regularly scheduled working hours, he/she is guaranteed pay
14 at either his/ her hourly overtime rate for two (2) hours work or overtime
15 pay for the hours actually worked, whichever is greater. Callback time will
16 not apply when the assignment immediately precedes or follows the
17 regular assignment.

18
19 The two-hour call back time guarantee will not apply if the call-out is
20 cancelled within fifteen (15) minutes of the notification to the officer.

21
22 11.2.3 Time worked shall be computed from the time of notification.
23

24 11.2.4 When an employee is assigned to an on-call status, the officer will
25 receive eight (8) hours of straight compensatory time for each seven (7)
26 days of such assignment. If an officer is on-call on a day-to-day basis, the
27 officer will receive two (2) hours of straight compensatory time for every 24
28 hours of such assignment, not to exceed eight (8) hours in a week. The
29 determination of the need for the use of on-call status and the number of
30 officers required will be made by Chief or the Chief's designee.

31
32 11.2.5 An employee who is authorized or approved by the Chief or the
33 Chief's designee for call-back time shall receive five (5) hours of
34 compensatory time each pay period provided the employee is authorized
35 or approved for this status for at least six (6) work days during the pay
36 period.
37

38 **11.3 Change in Work Hours**

39
40 11.3.1 In the event a supervisor proposes to permanently change the
41 work hours of an officer who is not part of the bidding in Section 22
42 (Seniority), the Association will be provided the opportunity for input in
43 accordance with the provisions of Section 20 (Rules and Regulations).
44 Should the Department not agree with the input provided by the
45 Association, the final decision on the employee's work hours will be made
46 by the Chief of Police.

1
2 *A permanent change* is defined as a change of more than 45 working
3 days.
4

5 11.3.2 Upon seven (7) days advance notice a section commander may
6 adjust an officer's shift/days off on a temporary basis for training or
7 dignitary protection. This may be done at the request of the officer or the
8 Department.
9

10 **11.4 Part-Time Employees (Part-Time Program)**

11

12 The purpose of the temporary Part-Time Program (PTP) is to allow sworn
13 personnel a period of time to alter the pace of their career and allow for
14 flexibility in the number of hours worked each week, while maintaining the
15 ability to remain active in their chosen profession of law enforcement.
16 Officers struggle to keep the everyday concerns of family outside of the
17 workplace and not allow them to interfere with their performance on the
18 job. As a result, police officers make many sacrifices at the expense of
19 personal and family commitments. In keeping with our commitment to the
20 men and women who serve the City of Albuquerque, the Albuquerque
21 Police Officer's Association and the Chief of Police have established the
22 PTP.
23

24 **11.4.1 Program Goals**

25

26 11.4.1.1 The PTP enables officers the option of working in a part-
27 time status, on a temporary basis.
28

29 11.4.1.2 The PTP offers a reduced work schedule to both male
30 and female officers alike.
31

32 11.4.1.3 The PTP is separate from FMLA and officers may
33 participate in the PTP only after using (12 weeks) FMLA leave.
34

35 11.4.1.4 The PTP provides officers with flexible and reduced work
36 schedules so that the officer is better able to address any critical
37 personal situations, which otherwise may make the officer feel
38 overwhelmed or preoccupies while at work.
39

40 11.4.1.5 The PTP provides the officer with a reduces schedule and
41 avoids placing the officer in a situation where they may feel
42 compelled to choose between work and their commitment in their
43 family during a time of crisis.
44

1 11.4.1.6 The PTP creates a powerful recruiting incentive to future
2 law enforcement officers who place their commitment to their family
3 as a top priority.
4

5 11.4.2 Program Guidelines 6

7 11.4.2.1 Officers wishing to take part in the PTP program must
8 submit a memorandum through their respective chain of command
9 to the Chief of Police, stating the specific reason(s) that the officer
10 needs to participate in PTP.
11

12 11.4.2.2 The officer's Commander will provide the Chief of Police
13 with a written recommendation to either accept/not accept the
14 officer into PTP. The Commander must state the reason(s) for
15 recommending denial of the officer's request. The Chief of Police's
16 decision is final and binding and is not subject to appeal.
17

18 11.4.2.3 Officers requesting PTP status must have received
19 satisfactory performance evaluations in their last two performance
20 appraisals. Failure to maintain satisfactory performance
21 evaluations will result in immediate termination from the PTP and
22 the officer will return to a regular fulltime work schedule.
23

24 11.4.2.4 Officers requesting PTP status must not be currently
25 serving any type of discipline
26

27 11.4.2.5 Once accepted into the PTP, the Chief of Police will
28 assign the officer to a law enforcement related assignment so that
29 the person on PTP is actively assisting the Department in
30 accomplishing it's mission.
31

32 11.4.2.6 The officer and the respective Commander will work out a
33 part time schedule that benefits the Albuquerque Police
34 Department and allows the Department to best accomplish it's
35 mission. Assignment of the officer is subject to final approval by
36 the Chief of Police.
37

38 11.4.2.7 Officers approved for the PTP will participate in the
39 program for no more than one (1) year, per qualifying event (See
40 Section 4. to define the qualifying event). The officer must return to
41 a full time schedule in the event of the unexpected death of the
42 family member for which the officer is caring.
43

44 11.4.2.8 Officers working within the PTP will work a 20-hour
45 workweek. No other modifications will be allowed.
46

1 11.4.2.9 Officers participating in the PTP will not bid or be allowed
2 to transfer while in the PTP. Officers on PTP status will not be
3 considered when determining staffing levels for a division/area
4 command.

5
6 11.4.2.10 Officers participating in the PTP will not be allowed to act
7 in an "on-call" capacity.

8
9 11.4.2.11 Officers participating in the PTP will not be allowed to
10 work overtime, earn compensatory time or participate in the Chief's
11 Overtime Program.

12
13 11.4.2.12 Officers participating in the PTP will not be allowed to
14 work holidays.

15
16 11.4.2.13 Benefits for officers participating in the PTP will be
17 prorated (half).

18
19 11.4.2.14 All officers participating in the PTP will be required to pay
20 full fair share union dues.

21
22 11.4.2.15 Officers participating in the PTP will NOT earn credit for
23 the months worked part time to be eligible for promotion. If the
24 officer is promoted off of an existing list, the officer must return to
25 full time status upon promotion.

26
27 11.4.2.16 Participation in the PTP will not affect an officer's rank,
28 grade or seniority.

29
30 11.4.2.17 All participants in the PTP are covered under the APOA
31 contract.

32
33 11.4.2.18 Officers participating in the PTP will continue to pay full
34 share into PERA (16.3%) each month.

35
36 11.4.2.19 Officers participating in the PIP must complete their
37 firearms qualifications and other training requirements established
38 by the Department.

39
40 11.4.2.20 Officers participating in this program may be ordered
41 back to duty by the Chief of Police if the Department is faced with a
42 severe staffing shortage or exigent circumstances requires return to
43 duty.

44
45 11.4.3 Significant Event
46

11.4.3.1 The birth of a child and care of the child following its birth

11.4.3.2 Placement of a child with the officer for adoption or foster care and care for the child following adoption or placement.

11.4.3.3 Need to care for a child, spouse, domestic partner or parent with a serious health condition.

11.4.3.4 Officers inability to work a full time schedule because of the officers own serious health condition

11.4.3.5 A significant event also covers any "serious health condition" as defined in the FMLA

11.4.3.6 This will apply to ALL collective bargaining members through the rank of Captain.

12. WORK ASSIGNMENTS

12.1 Chief's Time

12.1.1 Section 1-11-3 of the Standard Operating Procedures for the Albuquerque Police Department will continue in full force for the duration of this Agreement.

12.1.2 If the Aviation Police Department decides to initiate a Chief's Time Program, the City and the Association will meet and negotiate a program.

13. SENIORITY

13.1 Seniority Determination

Except for sections, which contain specific different definitions such as Section 35.1 (Layoff and Recall) of this Agreement, for this Agreement, seniority is defined as follows:

13.1.1 Higher ranks have seniority on junior ranks. The officer with the most continuous service within rank is senior within that given rank. For the purpose of breaking a tie on seniority, the first criteria to be applied shall be continuous service with the Albuquerque Police Department, with the officer with the most continuous time being senior. Should the continuous service with the Department be identical, then the tie will be broken by the use of the employee numbers or lottery numbers, whichever is applicable. The officer with the lowest number is senior. The term continuous service shall be interpreted to mean total service from the date

1 of last hire as a sworn police officer.

2
3 13.1.2 Departmental seniority for non-supervisory personnel will be the
4 only recognized method of establishing seniority within a unit, section,
5 division, or bureau.

6
7 13.1.3 For the purpose of establishing seniority for entry into the
8 bargaining unit beginning with the 55th, 56th, and 57th Cadet Classes and
9 all classes thereafter, seniority will initially be established by using the
10 following method:

11
12 13.1.3.1 Highest seniority within the class will be given to those
13 cadets who were in the employment of the Police Department,
14 when they were accepted into the Police Academy. If there is more
15 than one cadet with the same date of hire, their seniority will be
16 determined by their overall class standing between them.

17
18 13.1.3.2 The remaining cadets will be assigned seniority by overall
19 class standing upon graduation. The cadet who had the highest
20 overall class standing in the group will be given the highest
21 seniority within the cadet class.

22
23 13.1.3.3 Final seniority will be determined when an officer
24 becomes non-probationary.

25
26 13.1.3.4 The final seniority standing is not subject to grievance.

27
28 13.1.4 When section cut backs occur, the mandatory transfers between
29 units should be made in such a way as to maximize the efficiency and
30 effectiveness of the Police Department. In making such transfer
31 decisions, the following facts shall be considered:

32
33 13.1.4.1 The nature of the transfer and the skill it calls for within
34 the unit being transferred to;

35
36 13.1.4.2 The availability of pre-qualified persons;

37
38 13.1.4.3 The stated assignment preferences; and

39
40 13.1.4.4 All other factors being equal, seniority of members of the
41 bargaining unit.

42
43 13.1.5 If within one year a unit that was cut back is increased in size, the
44 officer subjected to mandatory transfer will be given at their option the
45 opportunity to return prior to any other effort to increase in size.
46

1 13.1.6 An employee who voluntarily leaves the department and is rehired
2 after ninety (90) days will be placed at the bottom of the non-probationary
3 seniority list. An employee who is rehired within ninety (90) days will
4 retain all seniority.
5

6 14. BIDDING and VACANCIES

7

8 **14.1 Bidding**

9

10 14.1.1 Unless there is justifiable cause (i.e. for efficiency, discipline or
11 general conduct), bidding by APD lieutenants, sergeants and patrolmen
12 for assignment based on seniority City wide will occur every twelve (12)
13 months. Lieutenants will bid first, sergeants will bid second and patrolmen
14 will bid third. Bidding is for shift, days off, squad and area command. This
15 applies to officers taking calls for service. Traffic and Open Space officers
16 and field investigators will bid within their sections first. The bid for traffic
17 officers, Open Space officers and field investigators will occur every six (6)
18 months, and take effect on the first day of the pay period closest to March
19 1 and September 1.
20

21 14.1.2 Unless there is justifiable cause (i.e. for efficiency, discipline or
22 general conduct), City Wide bidding by APD lieutenants, sergeants and
23 patrolmen for assignment based on seniority will occur every twelve (12)
24 months. Lieutenants will bid first, sergeants will bid second and patrolmen
25 will bid third. Bidding is for shift, days off, squad and area command. This
26 applies to all officers taking calls for service. Traffic and Open Space
27 officers and field investigators will bid within their sections first. The bid for
28 traffic officers and Open Space officers and field investigators will occur
29 every six (6) months, and take effect on the first day of the pay period
30 closest to March 1 and September 1.
31

32 14.1.3 PERA retiree officers' assignments:

33 All PERA retiree officers shall be assigned to uniformed field services
34 patrol functions upon rehire with the City.
35

36 The assignment to uniform Field Services Bureau shall be limited to two
37 (2) rehire officers per team in the field who shall not be assigned or
38 allowed to bid for any specialized unit.
39

40 PERA Retiree Officers shall participate in a separate bid for vacant field
41 services position to follow the standard Field Services Bureau bid.
42

1 Once a PERA Retiree Officer leaves any position not within Field Services
2 Bureau, the position will be circularized to all full time sworn employees.

3
4 If a reduction in the work force becomes necessary, PERA retiree officers
5 will be laid off before any other bargaining unit employees. The PERA
6 retiree officers will be laid off in reverse order of continuous service as a
7 PERA retiree officer within the program. Thereafter, other employees will
8 be laid off in reverse order of continuous seniority within the Department.

9
10 PERA retirees shall not be eligible to participate in any promotional
11 process within the Albuquerque Police Department.

12
13
14 14.1.4 The PERA retiree officers' staffing levels set forth herein shall not
15 result in a reduction of staffing assignments officered to other officers.

16
17 14.1.5 The subsequence bids shall remain in effective for one year each.

18
19 **14.2 Shift Exchanges**

20
21 14.2.1 Nothing in this section shall prevent an area commander from
22 permitting employees to mutually exchange bidded slots for hardship
23 reasons.

24
25 14.2.2 Sworn personnel of equal rank and assigned the same basic
26 duties may exchange shifts or portions thereof when the change does not
27 interfere with the operations of the Department. Shift exchanges are at
28 the discretion of and subject to the approval of the watch commander.

29
30 14.2.3 The parties agree that shift exchanges shall not involve any
31 exchanges of money, but are strictly an exchange of time.

32
33 14.2.4 The Department may develop appropriate administrative guidance.

34
35 14.2.5 Officers who agree to work that shift shall be responsible for
36 working the shift. In the event an officer fails to report under the shift
37 exchange for any reason, it shall be in the sole discretion of Department's
38 Commander to authorize an overtime replacement and the officer failing to
39 report, may at the Department's discretion, be docked at time and one half
40 at his/her hourly rate. No other disciplinary action will be taken against the
41 officer.

42
43 **15. UNIFORMS, BODY ARMOR**
44

1 **15.1 Uniforms**

2
3 15.1.1 It is understood by the parties of this Agreement that uniform
4 regulations of the Departments are established by the Chiefs of Police,
5 and the primary purpose of this section is to protect covered employees
6 from financial hardship resulting from changes in uniform regulations.

7
8 15.1.2 Optional changes in the authorized uniform regulations may be
9 made at any time. Optional items of uniforms shall remain optional during
10 the term of this Agreement. Replacement changes in the uniform
11 regulations that delete a previously authorized piece of uniform apparel,
12 insignia, or item, shall only be mandatory for those hired after the effective
13 date of this Agreement, or the date of the most current change.

14
15 15.1.3 Sworn personnel shall not be required to purchase newly approved
16 uniform apparel, insignia, or items until any existing, owned uniform items,
17 insignia, or apparel are deemed unserviceable or in need of replacement.

18
19 15.1.4 All replacement purchase or gifts of uniform apparel must conform
20 to current uniform regulations as of the date of purchase or receipt of the
21 gift.

22
23 15.1.5 All Employees will be provided with two (2) uniforms (shirts, pants,
24 patches, and hemming) per calendar year for the duration of this
25 agreement.

26
27 **15.2 Body Armor**

28
29 15.2.1 Replacement of Body Armor. The City will annually replace body
30 armor that is five years old for uniformed personnel as soon as practical.
31 Non-uniformed and other Officers requesting body armor replacement
32 prior to the five years will be considered on a case-by-case basis.

33
34 **16. OCCUPATIONAL HEALTH and SAFETY**

35
36 **16.1 Union-Management Safety/ Security Committees**

37
38 16.1.1 It is the responsibility of all bargaining unit members, officials of the
39 Association, and managers to contribute to a healthful and safe working
40 environment. In the furtherance of this policy, a joint Union Management
41 Safety/Security Committee will be established to review safety issues and
42 make recommendations for improvement to the department director.

43
44 16.1.2 Security is included in this Section only as it relates to safety.
45 Members of the Safety/Security Committee will meet at least once per
46 month during working hours without loss of pay. If issues arise requiring

1 immediate attention, the parties may agree to meet on a more frequent
2 basis. If minutes of the committee meetings are kept, such minutes shall
3 be made available to all committee members.
4

5 16.1.3 Each Committee will be composed of two employees selected by
6 the Association President and two employees selected by management.
7

8 16.1.4 The Safety Committee will not initiate or recommend disciplinary
9 action.
10

11 16.1.5 Each Committee will adopt guidelines governing the focus of its
12 review.
13

14 16.1.6 Concerns regarding the effectiveness of Safety Committees may
15 be addressed at the department level or through the Employee Relations
16 Office.
17

18 16.1.7 At the request of the Safety/Security Committee, the Chief or
19 his/her designee will meet to confer with the Association to discuss and
20 attempt to resolve issues related to safety, including equipment and
21 training needs.
22

23 16.1.8 In the event that equipment issued by the Department is
24 considered unsafe or defective by an employee, the employee must
25 identify the problem to the best of his/her ability and submit the issue in
26 writing to his/her supervisor. Management will respond within ten (10)
27 working days.
28

29 **16.2 Inoculation and Immunization**

30

31 16.2.1 If a police officer, while carrying out the officer's duties, is exposed
32 to a contagious disease, the City agrees to pay the expense for
33 inoculation and immunization for members of the officer's family. The City
34 further agrees to reimburse any officer covered by one of the City's H.M.O.
35 Programs any co-payment required for inoculation and/or immunization
36 required due to the exposure to a contagious disease as a result of the
37 officer carrying out the officers duties. This is subject to the review and
38 approval of the Chief on the basis of documentation and verification
39 presented by the employee to the employee health department and the
40 Chief of Police.
41

42 16.2.2 Should an officer miss duty as a direct result of exposure to a
43 contagious disease, which resulted from carrying out the officer's official
44 duties, and the exposure is determined by the City medical authorities to
45 be job-related, the time off will be charged to available injury time.
46

1 **16.3 Injury Time**

2
3 16.3.1 An officer injured, or suffering an occupational disease while
4 actually engaged in the performance of his/her duties and who, as a result
5 of such injuries, receives benefits under the Workers' Compensation Act
6 of New Mexico, shall be granted injury time from the date of injury as
7 provided for under Section 3-1-15 "Injuries In Performance of Duty" of the
8 Merit System Ordinance, as amended, and in effect on the date of the
9 injury.

10
11 16.3.2 Injury time may be extended for a period not to exceed 12 months
12 beyond the current provisions of the Merit System Ordinance. This
13 extension may be granted by the CAO upon the written request of an
14 injured police officer subject to the following conditions being met:

15
16 16.3.2.1 A certification, in writing, by the City selected doctor
17 confirming, barring unforeseen medical complications, that the
18 employee will be physically and mentally able to return to full,
19 unrestricted duty on the previously held position within the
20 requested extended injury time period.

21
22 16.3.2.2 And that the Chief of Police recommends that the
23 extension of injury time be granted.

24
25 16.3.2.3 That the employee has not and will not refuse to:

26
27 16.3.2.3.1 Submit to medical examination by the City-
28 selected doctors.

29
30 16.3.2.3.2 Perform a limited-duty assignment that is not
31 detrimental to the officers condition or recovery as
32 determined by the City's doctors or the panel of doctors as
33 set forth below (limited duty subsection applies to the period
34 while on Injury Time).

35
36 16.3.3 An officer who is terminated from the City for physical medical
37 reasons, which were brought about as a result of and in the performance
38 of the officer's duties, will be eligible for reinstatement to the previous
39 position held with the same rank and grade restored if, within thirty-six (36)
40 months from date of termination, the medical condition(s) responsible for
41 the termination have been completely corrected and the officer is
42 otherwise fit to perform as a police officer.

43
44 16.3.4 No provision herein will restrict an officer so injured from applying
45 for the additional leave period provided for under the hardship provision of
46 the Merit System Ordinance.

1
2 16.3.5 The parties agree that the officers injured in the line of duty are
3 subject to the provisions of the Departments light duty/modified duty
4 program.
5

6
7 **17. PROMOTIONAL PROCEDURES and POLICIES**
8

9 **17.1 Circularized Positions**
10

11 17.1.1 All positions will be advertised.
12

13 17.1.2 Advertisements will identify the qualifications for positions.
14

15 17.1.3 Interested individuals will submit their resumes to APD Personnel
16 prior to the deadline.
17

18 17.1.4 A testing and interview process will be utilized to determine the
19 best qualified applicant for circularized positions. The position will be
20 offered based on the highest test results. Three (3) officers in the Mayor's
21 office shall be exempt; rotation after a maximum of three (3) years for
22 undercover officers in Narcotics, Vice; Internal Affairs officers after a
23 maximum of two (2) years. Task Force officers shall be assigned to this
24 assignment for a maximum of two (2) years. The rotation time periods
25 shall commence July 1, 2006. This two (2) year limitation may be
26 extended by the Chief provided a request for extension is submitted by the
27 affected officer. This process shall not be subject to this Agreement's
28 grievance procedure.
29

30 17.1.5 Assignments to exempt positions will be made by the Division
31 Commander based upon the unit supervisor's recommendation, subject to
32 the approval of the Chief.
33

34 17.1.6 The term "Exempt Position" only refers to the final selection
35 process of qualified applicants after the testing and interview process.
36

37 17.1.7 All personnel selected for circularized positions shall be subject to
38 a minimum assignment of one year unless otherwise mutually agreed
39 upon by the employee and the Department.
40

41 17.1.8 After the one-year trial period an officer may only be removed from
42 a circularized position with cause.
43

44 17.1.9 Removal from any circularized position during the one-year trial
45 period is not subject to grievance.
46

1 17.1.10 Involuntary reassignments are subject to the review and approval
2 of the Chief of Police.

3
4 17.1.11 Nothing in this section shall prevent Inter-Division transfers within
5 area commands only prior to advertising a position.

6
7 17.1.12 Upon vacancy, all positions currently held by PERA Retiree
8 Officers outside of Field Services Bureau, will be circularized to all full-time
9 sworn department personnel.

10 11 **17.2 Payroll Upgrading**

12
13 17.2.1 An employee who is assigned the responsibilities and temporarily
14 performs the duties of a position graded higher than the one he/ she holds
15 shall upon approval of the Director or Chief, be reimbursed accordingly.
16 Such employee shall receive the entrance rate of the class or one step
17 above his present rate whichever is higher, while so assigned. Employees
18 selected for Payroll upgrading must be qualified to perform the duties of
19 the higher position. The need for upgrades shall be determined by the
20 division commander.

21 22 **17.3 General Promotion/ Transfer Provisions**

23
24 17.3.1 PERA retirees shall not be eligible to participate in any promotional
25 process within the Albuquerque Police Department.

26
27 17.3.2 For promotional purposes, final score standing in the promotional
28 process will determine the seniority for being promoted off the list. In the
29 event of a tie, departmental seniority will break the tie.

30
31 17.3.3 An employee who transfers from one APOA bargaining unit
32 department to another shall retain all benefits based on time that the
33 employee received while serving in the original department.

34 35 **18 PERSONNEL FILES and RECORDS**

36 37 **18.1 Employee Records**

38
39 18.1.1 A copy of any material pertaining to an employee's performance or
40 to disciplinary actions to be placed in the employee's personnel files must
41 be presented to the employee for signature and review.

42
43 18.1.2 By arranging an appointment in advance, employees shall be
44 allowed to review the contents of their Department personnel file during
45 working hours. Reasonable requests for copies or documents in the file
46 shall be honored and reasonable charges made for such copies.

1
2 18.1.3 Only the personnel files kept in the Human Resources Department
3 and the department where the employee is currently assigned will be used
4 for interdepartmental interviews.
5

6 18.1.4 Employees shall have the right to submit written responses to all
7 derogatory documents placed in their Human Resources or Departmental
8 file within each department. Such written responses will be placed in the
9 appropriate file. Derogatory material may be purged within 12 months
10 from the employee's departmental file at the department head's discretion.
11

12 18.1.5 Human Resources Department files are a permanent record of an
13 employee's performance with the City of Albuquerque. Such files will not
14 be purged. However, employees who have been cleared of any charges
15 shall not have reference of these charges included in their permanent
16 personnel file.
17

18 18.1.6 It is hereby recognized that, upon written notification by the
19 employee, the Association will be allowed to view his/her file.
20

21 18.1.7 The Association President or designee may request to meet with
22 the Department Director to mediate disputes concerning purging of
23 derogatory material from the Human Resources Department files.
24

25 **19. CONDITIONS of EMPLOYMENT**

26

27 **19.1 Probation Period**

28

29 19.1.1 The probationary period for Albuquerque Police Officers except
30 sworn officers who are PERA Retirees shall be twelve (12) months from
31 the date of graduation from the Albuquerque Police Academy, whether or
32 not such appointee has been previously employed by the City. A PERA
33 Retiree Officer who has been hired as a sworn officer by the City will serve
34 an twelve (12) month probationary period from the date of PERA Retiree
35 Officers hire whether or not the PERA Retiree Officer has been previously
36 employed by the City. Discipline or termination of a probationary officer is
37 not a grievable issue under the terms of this Agreement.
38

39 19.1.2 APD lateral transfers from agencies outside the City, will serve a
40 probationary period of twelve (12) months from the date the employee
41 completes the Lateral Academy.
42

43 19.1.3 For purposes of this section, Aviation Police and Open Space
44 Rangers shall serve a probationary period of one year from date of hire.
45

46 19.1.4 APD officers and Aviation Police who laterally transfer between

1 departments shall serve a one year trial period. The trial period shall be
2 used to closely evaluate the Officer's work.

3
4 19.1.4.1 At any time during the trial period, an Officer may be dismissed
5 for any reason which is not prohibited by law. Such dismissal shall not be
6 subject of a grievance.

7
8 19.1.4.2 An Officer dismissed for a non-disciplinary reason(s) during the
9 Officer's trial period shall be entitled to reinstatement as an officer in the
10 officer's former department, if a vacancy exists. An Officer shall retain
11 rehire rights for a period of three (3) months from the date of his/her
12 dismissal during the trial period. During the rehire period, the Officer shall
13 have the right to be offered any entry-level vacancy, subject to the
14 provisions of Section 3-1-7 B of the Merit System Ordinance. It is the
15 responsibility of the Officer to keep the City informed as to his/her current
16 address and telephone number. If an Officer is offered a rehire and fails
17 or refuses to report back to work, the officer shall lose any further rehire
18 rights.

19
20 19.1.4.3 An Officer rehired under this subsection shall not be required to
21 serve a probationary period. In all other respects, an Officer rehired under
22 this subsection shall be treated as a new hire, and the Officer's seniority
23 date shall be his/her date of rehire.

24 25 **20. DISCIPLINE and INVESTIGATIONS**

26 27 **20.1 Administrative Investigations**

28
29 To insure that investigations are conducted in a manner conducive to
30 public confidence, good order, discipline, good management practices,
31 and recognizing the individual rights of each member of the force, the
32 following guidelines are hereby established.

33
34 20.1.1 The interrogation of any officer shall be at reasonable hours,
35 preferably when the officer is on duty and during the daylight hours unless
36 the exigencies of the investigation dictate otherwise as determined by the
37 City.

38
39 20.1.2 The interrogation shall take place at a location designated by the
40 investigating officer, usually a police department facility.

41
42 20.1.3 The name of the charging officer, complainant, or citizen making
43 the charge shall be disclosed if this information is known to the officer
44 conducting the investigation. If this information is not known, this shall
45 also be disclosed. Disclosure of the complainant's name will not be
46 required if revealing his/her name jeopardizes the investigation; however,

1 once the investigation is completed, the name(s) of the complainants will
2 be revealed at the request of the officer who was under investigation along
3 with a copy of the official complaint, signed or unsigned.
4

5 20.1.3.1 *Official* complaint shall be defined as any complaint made
6 by a citizen where the complainant provides his name, address,
7 and telephone number and the complainant has completed a
8 signed statement. The signed statement will not be required where
9 the complainant is a member of the department. Complaints will
10 also be classified as official if the complainant refuses to complete
11 a signed statement and the charge is of such a serious nature as to
12 warrant investigation, or the charge is of a criminal nature.
13

14 20.1.3.2 *Unofficial* complaints shall be defined as any complaint of
15 a non-criminal nature made by a citizen where the complainant
16 refuses to complete a signed statement. The Department will not
17 conduct administrative investigations into unofficial complaints of a
18 non-criminal nature. The Department is not prohibited from
19 conducting a preliminary investigation to determine if allegations
20 are in fact true. This may result in an unofficial Complaint being
21 elevated into an official complaint.
22

23 20.1.4 The officer shall be informed of the nature of the investigation
24 before any interrogation commences. Prior to any administrative interview
25 being conducted sufficient information shall be disclosed to reasonably
26 apprise the officer of the allegations. This information will be provided to
27 the target officer(s) in writing via certified US Mail. Through the course of
28 the investigation, additional issues of concern may arise that may be
29 incorporated into the investigation.
30

31 If it is known that the member being interrogated is a witness only, he/she
32 shall be so informed. If the officer(s) being questioned may be the
33 subject(s) of the investigation, this fact shall be immediately disclosed
34 prior to any questioning.
35

36 20.1.5 The interrogation shall be completed as soon as possible and the
37 actual interrogation shall be limited as follows:
38

39 20.1.5.1 On-duty and off-duty personnel: Maximum of two, (2) two-
40 hour sessions within any twenty-four (24) hour period with a one (1)
41 hour break between sessions. In no event shall the officer's tour of
42 duty and interrogation exceed fourteen (14) hours unless both
43 parties agree to continuation of the sessions.
44

45 20.1.5.2 In all instances, in addition to the one-hour break provided
46 for in "1" above, time shall be provided for personal necessities,

1 telephone calls, and rest periods as are reasonably necessary.

2
3 20.1.6 Only two interrogators, the involved officer and his/her
4 representatives (up to two) will be allowed to participate, observe or
5 monitor the interrogation. Others may be allowed by mutual consent.

6
7 The officer shall not be subjected to any offensive language, coercion, or
8 promise of reward as an inducement to answering questions. Nothing
9 herein is to be construed to prohibit the investigating officer from informing
10 the officer that his/her conduct can become the subject of disciplinary
11 action.

12
13 20.1.7 The complete interrogation of the member shall be recorded
14 mechanically or by stenographer. There will be no "off-the-record"
15 conversations except by mutual agreement. All recesses called during the
16 investigation shall be noted in the record. Nothing discussed "off-the-
17 record" during the administrative interrogation shall be used as part of the
18 administrative interrogation, investigation, or official file, or shall be
19 submitted for any official action.

20
21 20.1.8 If a member is under arrest or is likely to be; that is, if he/she is a
22 suspect or the target of a criminal investigation, the criminal investigation
23 shall not be handled by the Internal Affairs Unit, but by a criminal
24 investigative unit of the Police Department and/or an appropriate Law
25 Enforcement Agency with jurisdiction over the matter in question. The
26 officer shall be given his/her rights pursuant to the Miranda Decision or
27 applicable law. Should the officer decide to exercise his/her Miranda
28 Rights, the Department is in no way limited from taking any administrative
29 and/or criminal action regarding the incident, provided however, that no
30 administrative and/or criminal action will be based on the officer's exercise
31 of his/her Miranda or any other legal rights.

32
33 20.1.9 The officer shall be given an exact copy of the written statement
34 he/she may execute, or if the questioning is mechanically or steno-
35 graphically recorded, the member shall be allowed to provide his/her own
36 mechanical recording device.

37
38 20.1.10 An officer must, as a condition of continuing employment,
39 truthfully answer any and all questions relating to the matter under
40 investigation whether the officer is a subject or a witness to the matter.
41 The determination of whether a question is relevant to the matter under
42 investigation shall be made solely by the Internal Affairs officer conducting
43 the investigation. All compelled statements will remain confidential and
44 will only be used for the Independent Review Officer's investigation.
45 Unless the City is ordered to release the documents pursuant to an order
46 issued by a court of competent jurisdiction, the compelled statements will

1 only be released to Internal Affairs, the Chief of Police, the City Attorney,
2 the Independent Review Officer, the involved officer and his/her
3 representative. Information from a compelled statement shall not be made
4 public by the city.
5

6 The Independent Review Officer may prepare an investigative summary of
7 discipline administered by the Department. The only information released
8 to the Police Oversight Commission, will consist of the alleged charges,
9 disposition of the case (i.e. findings of sustained/non-sustained), and any
10 discipline imposed.
11

12 If a complainant citizen appeals the discipline that has been issued to the
13 target officer, the investigative file, minus the compelled statements, may
14 be forwarded to the Police Oversight Commission for its review.
15

16 If an appeal is taken, the Independent Review Officer may provide a
17 summary of conclusions to the Police Oversight Commission. The
18 summary would be in his/her own words and would be a synopsis of the
19 investigation. The summary of conclusions shall not contain any direct
20 quotes, statements or actual language as contained within the compelled
21 statement.
22

23 Any information released to the Police Oversight Commission shall not
24 contain information that identifies sworn department personnel; this
25 includes any report completed by the Independent Review Officer, and
26 any statements by complainants, witnesses, target officers, suspects, etc.
27 An officer can allow portions or summaries of his/her compelled
28 statements to be released to the Police Oversight Commission if he/she
29 chooses. Should the officer choose not to release summaries or the
30 compelled statements, this shall not be considered as a lack of
31 cooperation in the process. The Chief of Police will have access to all
32 compelled statements for the purpose of disciplinary decisions.
33

34 Nothing contained herein shall be the basis for an individual waiving
35 his/her Fifth Amendment rights under the Constitution of the United States
36 of America.
37

38 20.1.10.1 The Association will, upon direction of the Chief of Police
39 or the Chief's designee, comply with the Police Oversight
40 Ordinance by submitting to interrogations in connection with
41 administrative investigations by the Independent Review Officer
42 and/or full-time investigators employed by the City.
43

44 20.1.10.2 The named administrative investigators shall be bound
45 by all the provisions of this section of the Collective Bargaining

1 Agreement and by al confidentiality provisions in the Police
2 Oversight Ordinance currently in effect.

3
4 20.1.10.3 The provisions of this article shall not be interpreted in a
5 manner which violated those rights guaranteed by the Garrity vs.
6 New Jersey or subsequent decisions.

7
8 20.1.11 The Department shall afford an opportunity for an officer, if
9 he/she so requests, to consult with counsel before being questioned,
10 provided the interrogation is not delayed for more than two hours.
11 Counsel and another person of his/her choice who is a member of the
12 bargaining unit may be present during the interrogation.

13
14 All interviewing shall be limited in scope to activities, circumstances,
15 events, conduct or acts, which pertain to the incident, which is the subject
16 of the investigation. Nothing in this section shall prohibit the employer
17 from questioning the employee about information, which is developed
18 during the course of the interview.

19
20 The representative may ask for a question to be repeated or restated for
21 clarification purposes.

22
23 The representative may also object to any question they feel is
24 inappropriate, and state into the record the reasons why. The interviewer
25 will consider the objection and the question asked.

26
27 At the end of the interview, the interviewer will allow the employee or
28 representative the opportunity to make any additional comments or
29 provide any information they deem necessary.

30
31 If the officer's representative(s) disrupts the interview process, the
32 representative may be removed. If an officer's representative is removed,
33 the officer may be allowed up to two (2) hours to obtain another
34 representative before the interview is continued.

35
36 If a representative is removed, the APOA President or his/her designee
37 will be notified and provided a copy of the audiotape of the interview within
38 four calendar days. The APOA President may request a meeting with the
39 Internal Affairs Commander to discuss the matter.

40
41 20.1.12 When available, before an administrative investigator interrogates
42 an officer as a direct result of an official complaint by a citizen whose
43 identity is known, that citizen shall be required to sign a statement clearly
44 stating the allegation. The basic information on the complaint shall be
45 provided to the officer at the same time of the interrogation.

1 20.1.13 In the event it is determined that the complainant falsified his/her
2 statements, the City may take whatever action it deems appropriate and
3 the officer may at his/her discretion pursue whatever legal remedies are
4 available.

5
6 20.1.14 The Chief, and only the Chief, may order or request a polygraph
7 examination. Unless there are extenuating circumstances, deception
8 detection examinations shall be employed only after:
9

10 20.1.14.1 The Chief has carefully reviewed the entire case;

11
12 20.1.14.2 All investigative leads have been exhausted;

13
14 20.1.14.3 The APOA President, or his designated representative,
15 has been briefed on the facts of the case and the reasons for
16 ordering the polygraph examination. The APOA President will
17 receive a copy of the entire case with reasonable review time. The
18 APOA will be given reasonable time to suggest (on the record) any
19 investigative leads that need to be followed.

20
21 20.1.14.4 The citizen complainant has submitted to and passed
22 such an examination.

23
24 20.1.14.5 A copy of the polygraph examination shall be provided to
25 the accused officer immediately following the examination. A copy
26 of the independent evaluator's report shall be provided to the
27 accused officer immediately upon receipt with the Department.
28 When the polygraph examination is used, the accused officer and
29 APOA will be advised 24 hours in advance, in writing, prior to the
30 administration of the polygraph test.

31
32 20.1.15 In all cases where a sworn member becomes aware of a violation
33 of the S.O.P or a violation of federal, state, or municipal law that is or is
34 likely to lead to an investigation, Internal Affairs must be notified.

35
36 20.1.16 Any administrative investigation will be completed within 90 days.
37 The 90 day period shall not include time for review. An extension of up to
38 30 days may be granted but will only be obtained in writing and approved
39 by the Chief of Police. A copy of the approval will be sent to APOA. The
40 review process shall be completed within 30 days.

41
42 20.1.17 Officers who are the subject of an investigation shall be provided
43 with written notification as to the disposition of the investigation within
44 fourteen (14) days.

45
46 20.1.18 As soon as an officer is determined to be the subject of an

1 administrative investigation, he/she will be notified unless this disclosure
2 would jeopardize the investigation.

3
4 20.1.19 Upon final adjudication of charge number LB-01 ***, challenging
5 certain amendments to the Police Oversight Ordinance, currently pending
6 before the City of Albuquerque Labor Management Relations Board, the
7 city and the Union will meet to negotiate any amendments to this Section
8 that may be necessitated by the adjudication.

9 10 **21. GRIEVANCE and APPEAL PROCEDURES**

11 12 **21.1 Grievance Procedures**

13
14 21.1.1 The purpose of this procedure is to secure, in an atmosphere of
15 courtesy and cooperation and at the lowest possible administrative level,
16 an equitable solution to the problems, which may arise. A grievance or
17 appeal should first be discussed with the aggrieved person's immediate
18 supervisor with the objective of resolving the matter informally.

19
20 21.1.2 *Grievances* and *Appeals* are formal complaints of employees
21 concerning actions taken by management, which result in loss of pay or
22 seniority, or in written reprimand. Other complaints officers have about
23 working conditions, rules and regulations, promotions and transfers must
24 be made through the chain of command.

25
26 21.1.3 Since it is important that grievances be resolved as rapidly as
27 possible, time limits given shall be considered as maximum and every
28 effort shall be made to expedite the process. In the event that the last day
29 of a time limit falls on a weekend or a legal holiday as defined herein, the
30 time limit shall include the next working day.

31
32 21.1.4 Refusal to appear and participate in a grievance or appeal
33 proceeding at any formal stage in a proceeding shall result in forfeiture of
34 the right to grieve or appeal. As a condition of employment, employees
35 are required to appear as witnesses in grievances and appeal hearings
36 when requested by the aggrieved employee or by members of the City
37 administrative staff.

38
39 21.1.5 Before taking action which could result in loss of pay or seniority or
40 in a written reprimand, a Chief of Police, the Chief's designee, or in the
41 case of Aviation, the appropriate department director or his designee may
42 call for an informal review of the circumstances surrounding the proposed
43 action. An officer who is aggrieved by such action may appeal the
44 decision to the Chief of Police, the Chief's designee, or in the case of
45 Aviation or officers, the appropriate department director or his designee
46 within ten (10) calendar days of the action being taken. A supervisor

1 contemplating discipline shall not be required to submit the issue to the
2 City Mediation Program Coordinator prior to the employee's response to
3 the discipline.

4
5 The decision of the Chief of Police, the Chief's designee, or in the case of
6 Aviation or Open Space officers, the appropriate department director or
7 his designee may be grieved or appealed through the procedures set forth
8 in this Section.

9
10 21.1.6 Disciplinary action in the form of a suspension may be
11 implemented immediately or postponed pending the outcome of a
12 grievance or appeal. The decision by the Chief of Police, the Chief's
13 designee, or in the case of Aviation or Open Space officers, the
14 appropriate department director or his designee as it relates to the
15 immediate implementation or postponement of the suspension will be
16 made on a case by case basis, and shall not be considered to set
17 precedent.

18
19 21.1.7 An attempt will be made to notify an officer in a disciplinary action
20 in everyday language and not track the language of a criminal statute or
21 criminal ordinance. No specific language is required to meet any
22 jurisdictional test. The language need only be specific enough to notify
23 the officer of the alleged misconduct. This section will not limit the City
24 from pursuing any criminal charges against the officer.

25
26 21.1.8 Participation in the City Mediation Program shall be voluntary. The
27 member may elect mediation or he/she may bypass the City Mediation
28 Program and the additional review by the Chief of Police, the Chief's
29 designee, or in the case of Aviation officers, the appropriate department
30 director or his designee.

31
32 21.1.9 Written reprimands will not be grievable through the Chief
33 Administrative Officer as per the Merit System Ordinance 3-1-23,
34 reference Grievance Procedure. The following will be the process for
35 written reprimands.

36
37 21.1.9.1 Unless there is a request for mediation, the parties will not
38 be required to submit written reprimands through the City Mediation
39 Program.

40
41 21.1.9.2 A written reprimand will only be determined and issued
42 through the employee's chain of command.

43
44 21.1.9.3 A written reprimand will be appealed to the appropriate
45 deputy chief of the issuing individual who determined and issued
46 the reprimand. This will be the employee's opportunity to respond

1 to the discipline. This appeal may be in writing or in person and
2 must occur within 10 days after the employee receives and has the
3 opportunity to sign for the reprimand. The decision of the deputy
4 chief will be final. For Open Space officers, the appeal will be
5 made to the Chief.
6

7 21.1.9.4 The discipline will be considered imposed after the final
8 decision of the appropriate deputy chief or chief. If there is no
9 request for review the discipline will be considered imposed after
10 the ten day period passes.
11

12 21.1.9.5 The Chief of Police, the Chief's designee, or in the case of
13 Aviation, the appropriate department director or his designee within
14 the Department has the sole authority to discipline.
15

16 21.1.10 A written reprimand will be purged from all files within one year of
17 the date of the incident. A written reprimand will not be considered for
18 transfer or in the promotional process. If a written reprimand is used for
19 progressive discipline, the Ad Hoc Grievance Committee may consider the
20 underlying issues in determining the appropriateness of the progressive
21 discipline.
22

23 **21.2 Appeals**

24

25 21.2.1 Grievances involving discipline resulting in a suspension of 40
26 hours or less and transfers as a result of a disciplinary action will be
27 appealed through the City's Merit System Ordinance.
28

29 21.2.2 Appeals involving discipline resulting in suspensions of more than
30 35 hours, demotion or discharge, will be appealed in accordance with the
31 provisions of Section 3-1-24 of the Merit System Ordinance.
32

33 21.2.3 The Chief of Police or his designee has the option on a suspension
34 of five (5) days or less to prohibit the employee from the workplace or to
35 allow the employee to work through the suspension with pay.
36

37 21.2.4 The employee may file a written response to any document
38 containing adverse comments entered into his/her personnel file. The
39 written response shall be attached to the document.
40

41 **22. EMPLOYEE REIMBURSEMENTS**

42

43 **22.1 Other Employee Reimbursements**

44

45 22.1.1 The City will reimburse an officer for replacement or repair, at the
46 City's option, for health aids, uniform apparel and personal equipment
47 approved by the Department, lost, damaged or stolen in the line of duty as

1 a result of a direct delivery of service that has been officially documented.
2 In the case of a uniform replacement, the Officer will receive a voucher for
3 the purchase of another uniform. The City will reimburse the cost for
4 replacement or repair of health aids, personal equipment or for each piece
5 of uniform apparel, according to the City Risk Management guidelines.
6 The City will have the right to retain any damaged equipment that is
7 replaced. This language is not intended to be used to replace old, worn
8 out health aids or uniform apparel. Any replacement equipment will be of
9 equal value to the damaged property.

10
11 If the health aids, uniform apparel or personal equipment are lost, stolen
12 or damaged as a result of the contributory negligence of the officer,
13 proven to the satisfaction of the chain-of-command, the City will not be
14 liable for reimbursement for replacement or repair.

15 16 **23. LEGAL PROTECTION**

17 18 **23.1 Legal Protection/ Civil Actions**

19
20 23.1.1 Should a police officer be sued in a civil action for any allegations
21 arising out of the course and scope of the officer's employment, the City
22 will defend and indemnify that officer pursuant to the requirements of the
23 New Mexico Tort Claims Act, Section 41-4-1 et. seq., NMSA 1978, as
24 amended.

25
26 23.1.2 The city will notify the officer prior to the first interview with the City
27 Attorney if there is any conflict of interest between the city and the officer
28 or if the city intends to dispute that the officer was in the course and scope
29 of employment at the time of the incident on which the complaint is based.
30 If a conflict exists or if the city intends to dispute that the officer was in the
31 course and scope of employment, the officer, an APOA Representative
32 and/or Association Attorney, and the City Attorney must meet and confer
33 to address the conflict or the dispute. Additionally, if the officer perceives
34 a conflict of interest the officer, an APOA Representative and the City
35 Attorney must meet and confer to address and resolve the conflict.

36
37 In the event the officer is notified of a conflict of interest or dispute that the
38 officer was in the course and scope of employment, there shall be no
39 interview between the officer and the City Attorney until such time as the
40 officer is represented by counsel and/or consents to an interview.

41
42 If a conflict of interest is identified, the City will provide a contract attorney
43 from a list compiled by the City Attorney's office. If the officer agrees to
44 waive the conflict, the city must have this waiver in writing.
45

1 No information provided by an officer to the City Attorney's office or any
2 agent of that office shall be used in any disciplinary or criminal action
3 against the officer.
4

5 23.1.3 In the event an officer is sued in a civil action in which punitive
6 damages are alleged, and the officer was not personally served with the
7 summons and complaint, it shall be the duty of the City to notify the officer,
8 in writing (either personally or through the APOA representative), within
9 thirty (30) days of the receipt of the suit by the City Attorney's Office of the
10 potential personal exposure of the officer for punitive damages. This
11 provision shall only apply to suits filed after the effective date of this
12 contract.
13

14 23.1.4 The officer shall have the right to consult the attorney of the
15 officer's choice after notifying the City Attorney's office regarding a lawsuit
16 to which the officer is a party at City expense up to \$300.00 per lawsuit.
17

18 23.1.5 The City further agrees to communicate to the officer's chosen
19 attorney, once the officer's attorney has notified the City Attorney in writing
20 of his/ her representation, any and all settlement offers communicated by
21 the plaintiffs attorney. The City likewise agrees to meet in good faith with
22 the officer's chosen attorney to discuss such settlement offers, upon the
23 request of the officer's chosen attorney.
24

25 23.1.6 Should an officer have punitive damages awarded against him/her
26 by a judge or jury, the City agrees to appeal that judgment should cause
27 exist in the discretion of the City.
28

29 **23.2 Public Policy/ Criminal Actions**

30

31 23.2.1 It is understood by the parties that it is against public policy to
32 defend an officer in a criminal suit once the officer is indicted for a criminal
33 act.
34

35 **23.3 Legal Protection/ General Provisions**

36

37 23.3.1 If the City, or its insurer, declines to defend and indemnify an
38 officer because the City believes that officer acted outside the course and
39 scope of the officer's employment, the City, or its insurer, agrees to pay
40 the reasonable hourly attorney's fees of an attorney of the employee's
41 choice (up to \$150.00 per hour) to litigate in a declaratory judgment action
42 the issue of whether the conduct was within the course and scope of the
43 officer's employment. If such a declaratory judgment action is decided
44 favorably to the officer, that is, if it is determined that the officer was acting
45 within the course and scope of the officer's employment, then the City, or
46 its insurer, will defend and indemnify the officer, pursuant to the New

1 Mexico Tort Claims Act 41-4-1 et. seq., NMSA 1978, as amended.

2
3 23.3.2 For purpose of this section and Agreement, the phrase "course
4 and scope of employment" means the lawful acts, which an officer is
5 requested, required, or authorized to perform by the City.

6
7 23.3.3 Nothing herein shall bar the use in Court of case law and common
8 law in the resolution of any dispute arising out of an interpretation of the
9 New Mexico Tort Claims Act 41-4-1 et. seq., NMSA 1978.

10
11 23.3.4 It is understood by the parties that a breach of this Agreement
12 shall not, in itself, cause the City to be liable for any punitive damages
13 arising out of any suit to which the officer is a party.

14 15 **24. EMPLOYEE ASSISTANCE PROGRAMS**

16 17 **24.1 Burial and Funeral Expense**

18
19 24.1.1 The City agrees to defray funeral and burial expenses of any
20 officer who dies while performing their law enforcement duties up to a
21 maximum of nine thousand dollars, (\$9,000).

22 23 **24.2 Home Ownership Down Payments**

24
25 24.2.1 The City shall offer, during the term of this Agreement, home
26 ownership down payments as assistance to eligible officers. The City and
27 Department shall meet and confer with the APOA on this program prior to
28 it's implementation.

29 30 **24.3 Lateral Officer Leave**

31
32 24.3.1 Each lateral hire, upon completion of the officer's academy training,
33 shall be credited with one hundred (100) hours of sick leave and with one
34 hundred (100) hour of vacation leave.

35 36 **24.4 Student Loan Forgiveness Program**

37
38 24.4.1 The City shall offer, during the term of this Agreement, a Student
39 Loan Forgiveness Program for eligible officers. The City and Department
40 shall meet and confer with the APOA on this program prior to it's
41 implementation.

42 43 **24.5 College Training Program**

44

1 24.5.1 The City shall offer, during the term of this Agreement, a College
2 Training Program for eligible officers. The City and Department shall meet
3 and confer with the APOA on this program prior to the implementation.
4
5
6

7 **25. TAKE HOME CAR PLAN**

8

9 25.1 The continuation of the "Take Home Vehicle Plan" is within the sole
10 prerogative of the Chief of Police. If the Chief of Police decides to
11 discontinue the "Take Home Vehicle Plan", he/she shall give the APOA 45
12 days advance notice.
13

14 25.2 During the 45 days, the Chief of Police, or his/her designee, and the
15 Association will meet and attempt to solve the problems relating to this
16 program, in an effort to continue the "Take Home Vehicle Program." If no
17 agreement is reached, the Chief of Police may discontinue the "Take
18 Home Vehicle Plan." Nothing in this section prohibits the Chief from
19 discontinuing the program, then implementing a new program after the 45
20 days notice has expired.
21

22 **25.3 Participation Provisions**

23

24 25.3.1 Participation in this program shall be totally voluntary and
25 will be available to every non-probationary officer, subject to
26 Departmental Rules and Regulations governing this program
27 (herein referred to as "regulations"). The right to limit or deny
28 participation in this program is reserved to the Chief of Police.
29

30 25.3.2 Officers volunteering to participate in this program agree to
31 abide by all regulations governing this program.
32

33 25.3.3 Officers who reside within a ten (10) mile radius of the
34 Bernalillo County boundary may participate in the Take Home Car
35 Plan. Officers living outside of this limit may apply to the Chief for
36 special consideration. The Chief's decision shall be final and not
37 subject to appeal under this Agreement's grievance procedure.
38

39 25.3.4 The Take Home Motorcycle Plan will be held to the same
40 condition as the "Take Home Vehicle Plan."
41

42 **25.4 Due Process**

43

44 25.4.1 If an officer fails to follow the regulations governing this
45 program, it will be cause for the Vehicle to be taken away from an
46 officer.

25.4.2 The Department gas allotment will be followed. Officers who fail to abide by the policy will be subject to the sanction set forth in this agreement.

25.4.3 A vehicle may be taken from an officer for other infractions, not listed, and the appeal process will be the same.

25.4.4 Sanctions:

1 st infraction in a 12-month period	14 calendar days
2 nd infraction in a 12-month period	4 weeks
3 rd infraction in a 12-month period	6 months

25.4.5 Officers will be notified in writing of the suspension of their take home vehicle privileges.

25.4.6 The following will be the only appeal process for suspension of an officer's take home vehicle privileges for cause.

25.4.6.1 Upon being notified of the suspension of his/her take home car vehicle privileges, the officers may acknowledge the violation and begin serving the sanction.

25.4.6.2 If the officer wishes to appeal the sanction, within five (5) days of notification of suspension of the officer's take home vehicle privileges, he/she must submit a letter in writing to the President of the Association, notifying the President of his/her intention to appeal and specifying the reasons the officer feels the sanction should not be imposed.

25.4.6.3 Within five (5) days of notification, the President of the Association will advise the Chief of Police, and a panel will be selected to hear the appeal.

25.4.6.4 The panel will consist of 3 sworn personnel chosen by the Chief of Police and 2 sworn personnel chosen by the APOA president.

25.4.6.5 The panel will meet at a mutually agreed upon time. Attendance at the meeting is voluntary on the part of the officer. If the officer does not appear before the panel, an Association representative will present the case.

25.4.6.6 The decision of the panel will be binding.

1 25.4.6.7 The officer will be advised of the panel's decision at
2 the end of the review, in writing.

3
4 25.4.6.8 The loss of a take home vehicle will not occur until
5 after the entire review process is completed, if the officer
6 appeals the suspension.

7
8 25.4.6.9 The final decision of the panel will not be
9 considered disciplinary action and will not be placed on the
10 officer's employee card.

11
12 **25.5 Regulations**

13
14 25.5.1 The regulations of the "Take Home Vehicle Plan" will be
15 identified separately from this contract.

16
17 25.5.2 The regulations of the "Take Home Vehicle Plan" may be
18 modified at the discretion of the Chief of Police. Prior to any
19 modification of the regulations, the City will provide notice to the
20 Association pursuant to Section 37 (Rules and Regulations).

21
22 **25.6 Aviation Police**

23
24 25.6.1 Nothing in this Section shall be interpreted to require a
25 "Take Home Vehicle Plan" be implemented for Aviation Police.

26
27
28 **26. FIREARMS**

29
30 26.1 Firearms regulations of the Albuquerque Police Department as
31 prescribed in the Department's Standard Operating Procedures Manual at
32 the signing of this Agreement shall remain in full force and effect for all
33 bargaining unit employees for the term of the Agreement.

34
35 26.2 The Employer shall provide practice ammunition for .38, 9mm, .45
36 ACP, 12 Gauge Shotgun Slug, .223, and .40 as well as duty ammunition
37 for those calibers.

38
39 **27. CITY PROVIDED EQUIPMENT and TOOLS**

40
41 **27.1 Lost, Damaged or Stolen Property**

42
43 27.1.1 Officers who have lost, damaged or have had City property stolen
44 in the line of duty, regardless of the cost, will not be required to reimburse
45 the City unless negligence is proven to the satisfaction of their chain-of-
46 command.

1
2 27.1.2 Officers who have been determined to have contributory
3 negligence for lost, damaged, or stolen property shall only be required to
4 reimburse the City up to the value of \$250, or may elect to replace the
5 lost, damaged, or stolen item. Appropriate disciplinary action may also be
6 taken when necessary.
7

8 **28. EMPLOYEE INCENTIVE PROGRAMS**

9

10 **28.1 Employee Recognition Program**

11

12 28.1.1 The Parties recognize that the City has the discretion to develop
13 and implement a system of awards pursuant to Section 3-1-19 of the Merit
14 System Ordinance. The decision of the City to implement or continue an
15 awards system, or the decision to make an award under such a system,
16 shall not be the subject of a grievance or claim of contract violation.
17

18 **28.2 Sick Leave Incentive Program**

19

20 28.2.1 A police officer will receive one extra day of vacation every six (6)
21 months, if that officer does not use any sick leave during the same six (6)
22 month period.
23

24 **28.3 Academic Incentive Program**

25

26 28.3.1 Credit hours shall be compensated for on a fixed dollar amount as
27 follows:
28

29 28.3.1.1 All officers shall continue to receive academic incentive
30 pay at the rate they are receiving as of the effective date of this
31 agreement.
32

33 28.3.1.2 Bachelor's Degree shall be compensated at sixty-two
34 dollars and thirty-one cents (\$62.31) biweekly so long as such
35 degree is from an accredited college or university and can be
36 officially verified.
37

38 28.3.1.3 Master's Degree shall be compensated at seventy-three
39 dollars and eighty-five cents (\$73.85) bi-weekly so long as such
40 degree is from an accredited college or university and can be
41 officially verified.
42

43 28.3.1.4 A Ph.D. shall be compensated at eighty-five dollars and
44 thirty-eight cents (\$85.38) bi-weekly so long as such degree is from
45 an accredited college or university and can be officially verified.
46

1 28.3.1.5 Payment shall be implemented bi-weekly.

2
3 28.3.1.6 Officers will be paid for only one degree at the highest
4 academic level obtained.

5
6 28.3.2 The initial verification of educational status made by the
7 department for entry into police service will also be used to determine the
8 qualification for the Academic Incentive.

9
10 28.3.3 It is the responsibility of the officer to update his/her file from
11 transcripts from an accredited college or university and can be officially
12 verified.

13
14 **29. EMPLOYEE PAYROLL DEDUCTIONS**

15
16 29.1 Officers will be required to sign up for pay by direct deposit.
17 Paychecks will be cut for officers in cases where hardship would otherwise
18 result.

19
20 **30. LAYOFF/ REDUCTION IN FORCE and RECALL**

21
22 **30.1 Layoff and Recall**

23
24 30.1.1 In the event that layoffs are necessary, the City shall provide the
25 Police Departments and the APOA with an opportunity to propose
26 alternatives.

27
28 30.1.2 When it is necessary to have a reduction in work force, officers will
29 be laid off in reverse order of seniority within the Department.

30
31 30.1.3 Officers laid off due to a reduction in force will be called back to
32 work in their seniority order according to the following procedures:

33
34 30.1.3.1 The City will advise the officer to be recalled by certified or
35 registered United States mail. A copy of such recall notice will be
36 furnished to the APOA.

37
38 30.1.3.2 An officer, upon receiving notice of recall, within seven (7)
39 days will acknowledge receipt by certified or registered mail
40 advising the Chief of Police of the date he/she will be available for
41 service, which available dates must not be later than twenty (20)
42 calendar days from the date the officer receives the recall notice,
43 unless there are extenuating circumstances.

44
45 30.1.3.3 Officers failing to comply with this section will forfeit their
46 recall rights to this position and be placed at the end of the recall

list. Failure to report after the second recall notice will be considered an automatic resignation. It is understood that the City will have discharged its obligations of notification to laid-off officers by having forwarded recall notices as herein outlined.

30.1.4 The City will not start a new academy police class until police officers, laid off as a result of a reduction in the work force, have been given an opportunity to return to work.

30.1.5 The term seniority, for the purpose of this section, shall mean time in rank. In situations where officers are required to bump into a lower rank, the officer moving to the lower rank shall be considered senior in that rank.

30.1.6 As officers are called back, the officers assigned to lower ranks will be returned to the former rank, in order of seniority, as the position becomes available.

30.1.7 Employees on layoff status will not lose seniority as a result of being on layoff status.

30.1.8 If a reduction in the work force becomes necessary, PERA retiree officers will be laid off before any other bargaining unit employees. The PERA retiree officers will be laid off in reverse order of continuous service as a PERA retiree officer within the program. Thereafter, other employees will be laid off in reverse order of continuous seniority within the Department.

31. RESIGNATION and RETIREMENT

31.1 Resignation

31.1 Employees shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation when they are permanently separated from the City.

31.2 Retirement

31.2.1 The City will pay to a police officer the total amount of his/her accumulated sick leave at the time of his/her retirement, provided he/she has completed a minimum of fifteen (15) years of service in the Police Department, Open Space and Aviation Police. In lieu thereof, the police officer who is contemplating retirement, may, immediately prior to his/her retirement, convert his/her accumulated sick leave to leave with pay on the basis of one (1) day sick leave for one (1) day leave with pay. No sick leave will be accrued while the officer is on early retirement leave.

1
2 31.2.2 If the police officer is eligible to early retire, he/she may convert his
3 or her accumulate sick leave with pay on the basis of (1) day sick leave
4 with pay regardless of the number of years he/she worked for the
5 Albuquerque Police Department, Aviation Department, or Open Space
6 Division.
7

8 **32. RULES and REGULATIONS**

9

10 32.1 The employer reserves the right to develop and implement such
11 directives rules and regulations as may be deemed necessary to the
12 employer for the conduct of affairs of the Department.
13

14 32.2 The Association (APOA) agrees that the employees shall be bound
15 by and obey such directives, rules, and regulations insofar as the same do
16 not conflict with this Agreement, the laws of the United States, the laws of
17 the State of New Mexico and/or the laws of the City of Albuquerque.
18 Under normal circumstances, the Association will be given written notice
19 of proposed changes to Department directives, rules, and regulations that
20 directly affect the wages, hours, and working conditions of bargaining unit
21 members and may submit written input to the Chief within fourteen (14)
22 days.
23

24 32.3 An M.O.U. between the parties must be reached and executed in the
25 case where either party wishes to change or amend a policy which would
26 be in conflict with the provisions of this Agreement.
27

28 **33. SPECIAL PROVISIONS FOR AVIATION and OPEN SPACE**

29

30 **33.1 Aviation**

31

32 33.1.1 During the month of December each department will provide for
33 employees the right to bid for vacation scheduling for the following year.
34 Vacation will be bid in seniority order by department. A calendar for
35 bidding, identifying vacation slots will be provided for employees to bid for
36 their vacation. It is required that one Union representative on each shift
37 be identified to assist management with the bidding process. Employees
38 will be allowed to bid in conjunction with their days off, and will not be
39 required to bid in blocks of three. Units that are currently on a 6-month bid
40 will continue to do so for the duration of this contract.
41

42 33.1.2 Unscheduled vacation is defined as accrued vacation time which
43 was not scheduled during the bidding period. Such vacation time may be
44 requested on an individual basis for available days on a first come, first
45 serve basis. These requests will be submitted to the employee's

1 immediate supervisor on a P-30 form and the request will identify the date
2 and time received.

3
4 33.1.3 All P-30's will be returned to employees within forty-eight hours
5 (48) hours.

6
7 33.1.4 If an employee is on suspension, injury leave, administrative leave,
8 sick leave or other leave during their scheduled vacation, any other
9 employee may request such vacation time as unscheduled vacation on a
10 first-come, first-served basis.

11 12 13 **33.2 Aviation and Open Space**

14
15 33.2.1 For Aviation and Open Space Departments, sergeants and officers
16 other than PERA Retiree Officers will bid for assignment based on
17 seniority and the bidding will occur every six (6) months. Sergeants will
18 bid first, followed by the officer's bid. Bidding is for shift, days off,
19 overtime, and vacation shall be bid in Aviation. Shift and days off shall be
20 bid in Open Space. PERA Retiree Officers shall not participate in the bid.
21 The Department Director/Chief will assign the PERA Retiree Officers after
22 meeting and conferring in good faith with the affected employee and the
23 APOA. The Department Directors or Chiefs decisions shall not be subject
24 to challenge under this Agreement's Grievance Procedure.

25
26 33.2.2 Aviation shall continue to receive a uniform allowance of \$23.08
27 per pay period. The Aviation allowance shall be terminated when the
28 department begins its distribution of uniforms to employees.

29 30 **34. STRIKES and LOCKOUTS**

31
32 34.1 The Association, its elected officials, and members of the
33 Association agree that they will not call, sanction, encourage, or
34 participate in any way in any strike. For the purposes of this section, a
35 person will be deemed a member of the Association if that employee is
36 currently a member or if the employee has resigned the employee's
37 membership within sixty (60) days of the first day of a strike or during a
38 strike.

39
40 34.2 Strike shall be defined as stated in the City of Albuquerque Labor
41 Management Relations Ordinance (Ordinance 4-1977).

42 43 44 **35. OFFICER RETENTION PLAN (ORP)**

45
46 35.1 Definitions

1 35.1.1 For the purposes set forth in this Agreement, "Officer" shall
2 mean Patrol Officers First Class, Sergeants, and Lieutenants.
3 Officers who have retired from service with the City/Department
4 and have returned to work under the PERA Retiree Return To Work
5 Plan shall not be eligible for this benefit. An Officer who has
6 received a "unsatisfactory" performance evaluation on the
7 evaluation immediately preceding the Officer's eligibility for a
8 deferred compensation payment shall not be eligible for the benefit.
9

10 35.1.2 For the purposes set for in this Agreement, "PERA Service"
11 shall be defined eligible service under the New Mexico Employee
12 Retirement Act other than purchased service.
13

14 35.2 Schedule of Benefits 15

16 35.2.1 A patrol officer first class or a sergeant who has earned
17 eighteen (18) years of PERA service may elect to continue employment
18 with the Department until the officer has earned nineteen (19) years of
19 PERA credit. On the patrol officer's or sergeant's date of hire anniversary
20 date, the City shall contribute five thousand dollars (\$5,000.00) to the
21 patrol officer's or sergeant's deferred compensation account. On an
22 eligible lieutenant's date of hire anniversary date, the City shall contribute
23 two thousand five hundred dollars (\$2,500.00) to the lieutenant's deferred
24 compensation account. The officer's election shall be executed with an
25 individual contract with the Department. Should an officer leave
26 employment prior to the scheduled anniversary date he/she will not be
27 eligible for any portion of the deferred compensation payment.
28

29 35.2.2 A patrol officer first class or a sergeant who has earned
30 nineteen (19) years of PERA service may elect to continue employment
31 with the Department until the officer has earned twenty (20) years of
32 PERA credit. On the patrol officer's or sergeant's date of hire anniversary
33 date, the City shall contribute ten thousand dollars (\$10,000.00) to the
34 patrol officer's or sergeant's deferred compensation account. On an
35 eligible lieutenant's date of hire anniversary date, the City shall contribute
36 five thousand dollars (\$5,000.00) to the lieutenant's deferred
37 compensation account. The officer's election shall be executed with an
38 individual contract with the Department. Should an officer leave
39 employment prior to the scheduled anniversary date he/she will not be
40 eligible for any portion of the deferred compensation payment.
41

42 35.2.3 A patrol officer first class or a sergeant who has earned
43 twenty (20) years of PERA service may elect to continue employment with
44 the Department until the officer has earned twenty-one (21) years of
45 PERA credit. On the patrol officer's or sergeant's date of hire anniversary
46 date, the City shall contribute twelve thousand five hundred dollars

1 (\$12,500.00) to the patrol officer's or sergeant's deferred compensation
2 account. On an eligible lieutenant's date of hire anniversary date, the City
3 shall contribute six thousand two hundred fifty dollars (\$6,250.00) to the
4 lieutenant's deferred compensation account. The officer's election shall
5 be executed with an individual contract with the Department. Should an
6 officer leave employment prior to the scheduled anniversary date he/she
7 will not be eligible for any portion of the deferred compensation payment.
8

9 35.2.4 A patrol officer first class or a sergeant who has earned
10 twenty-one (21) years of PERA service may elect to continue employment
11 with the Department until the officer has earned twenty-two (22) years of
12 PERA credit. On the patrol officer's or sergeant's date of hire anniversary
13 date, the City shall contribute fifteen thousand dollars (\$15,000.00) to the
14 patrol officer's or sergeant's deferred compensation account. On an
15 eligible lieutenant's date of hire anniversary date, the City shall contribute
16 seven thousand five hundred dollars (\$7,500.00) to the lieutenant's
17 deferred compensation account. The officer's election shall be executed
18 with an individual contract with the Department. Should an officer leave
19 employment prior to the scheduled anniversary date he/she will not be
20 eligible for any portion of the deferred compensation payment
21

22 35.2.5 A patrol officer first class or a sergeant who has earned
23 twenty-two (22) years of PERA service and each year thereafter may elect
24 to continue employment with the Department until the officer has earned
25 twenty-three (23) or more years of PERA credit. On the patrol officer's or
26 sergeant's date of hire anniversary date, the City shall contribute fifteen
27 thousand dollars (\$15,000.00) to the patrol officer's or sergeant's deferred
28 compensation account. On an eligible lieutenant's date of hire
29 anniversary date, the City shall contribute seven thousand five hundred
30 dollars (\$7,500.00) to the lieutenant's deferred compensation account.
31 The officer's election shall be executed with an individual contract with the
32 Department. Should an officer leave employment prior to the scheduled
33 anniversary date he/she will not be eligible for any portion of the deferred
34 compensation payment
35
36

37 **36. GENERAL ADMINISTRATIVE PROVISIONS**

38

39 **36.1 Memoranda of Understanding (MOU)**

40

41 36.1.1 The parties may execute memoranda of Understanding (MOUs)
42 during the term of this agreement. The MOUs will expire no later than the
43 termination date of this Agreement.
44

45 **36.2 Complete Agreement**

46

1 35.2.1 It is understood and agreed by and between the parties hereto that
2 this Agreement is the only existing Agreement between the parties, and
3 replaces any and all previous Agreements.
4

5 **36.3 Savings Clause**
6

7 36.3.1 Should any part of this Agreement or any provision contained
8 herein be declared invalid by a District Court or competent jurisdiction, the
9 validity of the remaining portions shall not be affected. Should this occur,
10 the parties will immediately meet to negotiate a suitable provision or
11 replace the provision held invalid.
12

13 **36.4 Term of Agreement**
14

15 36.4.1 This Agreement is to be effective July 1, 2008 , and is to remain
16 effective until and including June 30, 2011 . Should neither party to the
17 Agreement request opening of negotiations as provided in the Employee
18 Relations Ordinance 67-1977, as amended, this Agreement and the
19 conditions herein shall continue in effect from year to year. During the
20 term of this Agreement, a petition for recertification may be filed only
21 within the thirty (30) day period between the 120th and 90th day
22 immediately preceding the expiration date of the Agreement. There shall
23 be no retroactive compensation benefit in this Agreement.
24
25
26
27

28 **BALANCE OF PAGE LEFT BLANK INTENTIONALLY**
29

1 **IN WITNESS WHEREOF**, the parties have entered their names and affixed the
2 signatures of their authorized representatives on this 25 day of
3 March, 2008.

4
5
6 CITY OF ALBUQUERQUE

7 
8
9
10

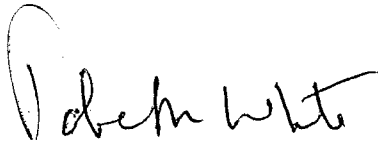
11
12 By: Martin J. Chavez, Mayor
13 City of Albuquerque
14

ALBUQUERQUE POLICE
OFFICERS' ASSOCIATION

15 
16

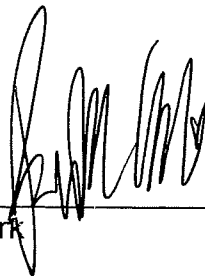
17 By: Ronald F. Olivas, President
18 APOA
19

20 Form Reviewed by Legal Department

21 
22

23 By: Robert White
24 City Attorney
25

26 (Seal)

27 
28
29

City Clerk